

NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document **provided** you register your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer will be automatically rejected and not considered for award.

Registration or Request for Copy of Solicitation

Submit FAX or E-MAIL to:

FAX No.:

(808) 587-1244

E-mail Address:

michael.b.clack@hawaii.gov

or

marc.s.yamamoto@hawaii.gov

Provide the following information:

- Name of Company - Mailing Address - Name of Contact Person
- Telephone Number - Facsimile Number - E-Mail Address
- Solicitation Number - Fedex (or equivalent) account number (document will be sent
by U.S. Postal Service first class mail if this is not provided)

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
HONOLULU, HAWAII

PROCUREMENT NOTICE DATE: [JULY 22, 2010](#)

REQUEST FOR PROPOSAL
No. PSD 11-ID/MB-01

SEALED PROPOSALS
FOR

**PRISON CONTRACT COMPLIANCE MONITORING SERVICES
FOR
SAGUARO CORRECTIONAL CENTER & RED ROCK CORRECTIONAL
CENTER
ELOY, ARIZONA**

WILL BE RECEIVED UP TO 2:00 P.M. (HST)

ON

[SEPTEMBER 2, 2010](#)

IN THE DEPARTMENT OF PUBLIC SAFETY, ADMINISTRATIVE SERVICES OFFICE—
PURCHASING AND CONTRACTS, 919 ALA MOANA BOULEVARD, ROOM 413, HONOLULU,
HAWAII 96814. QUESTIONS RELATING TO THIS SOLICITATION SHALL BE IN WRITING
AND SUBMITTED TO MR. MARC S. YAMAMOTO, TELEPHONE (808) 587-1215, FACSIMILE
(808) 587-1244 OR E-MAIL AT marc.s.yamamoto@hawaii.gov.

CLAYTON FRANK
Director

Name of Company

July 22, 2010

**REQUEST FOR PROPOSALS
FOR
PRISON CONTRACT COMPLIANCE MONITORING SERVICES
FOR
SAGUARO CORRECTIONAL CENTER & RED ROCK CORRECTIONAL CENTER
ELOY, ARIZONA**

RFP No. PSD 11-ID/MB-01

The Department of Public Safety, Institutions Division, Mainland Branch, is requesting proposals for a qualified Provider to secure the services of a person(s) or firm to provide compliance monitoring services of the Intergovernmental Agreement (IGA) contract with the City of Eloy and the Corrections Corporation of America for private prison services currently located at the Saguaro Correctional Center in Eloy, Arizona. The contract term will be for the [nine-month period](#) beginning on [October 1, 2010](#) or on the official commencement date on the Notice to Proceed, with two 1-year extensions if the State exercises option to renew.

The Administrative Services Office—Purchasing and Contracts will conduct a non-mandatory orientation on [August 5, 2010](#) from 10:00 a.m. to 12:00 noon HST, at the Department of Public Safety, Director's Office Conference Room, 919 Ala Moana Boulevard, 4th Floor, Honolulu, Hawaii 96814. All prospective applicants are encouraged to attend the orientation.

The deadline for submission of written questions is 4:30 p.m., HST, on [August 12, 2010](#). All written questions will receive a written response from the State on or about [August 19, 2010](#).

Proposals shall be accepted no later than [September 2, 2010, 2:00 pm, HST](#), at the Department of Public Safety, Administrative Services Office – Purchasing and Contracts Section, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814. One (1) original and Three (3) copies shall be submitted. Electronic submittals shall not be accepted.

Inquiries regarding this RFP should be directed to the RFP contact person, Mr. Marc Yamamoto at 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814, telephone: (808) 587-1215, facsimile: (808) 587-1244, e-mail: marc.s.yamamoto@hawaii.gov.

PSD 11-ID/MB-01

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Appendix B:	Contractual Audit Compliance Checklist.

Section 1

Administrative Overview

Section 1

Administrative Overview

Applicants are encouraged to read each section of the RFP thoroughly. While sections such as the administrative overview may appear similar among RFPs, state purchasing agencies may add additional information as applicable. It is the responsibility of the applicant to understand the requirements of *each* RFP.

TERMS AND ACRONYMS USED IN THIS RFP

ACA	=	American Correctional Association.
CCA	=	Corrections Corporation of America.
Inmate	=	State of Hawaii Inmates.
Applicant	=	An organization or individual that responds to a request for proposals or solicitation for statements of qualifications by submitting a proposal or statement of qualification respectively.
PSD	=	Department of Public Safety.
PPB-PC	=	Planning, Programming and Budget Office—Purchasing and Contracts
State	=	State of Hawaii.
SCC	=	CCA Saguaro Correctional Center.
RRCC	=	CCA Red Rock Correctional Center.

I. Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS), **Chapter 103D** and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

II. RFP Organization

This RFP is organized into five sections:

Section 1, Administrative Overview—Provides applicants with an overview of the procurement process.

Section 2, Service Specifications—Provides applicants with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable).

Section 3, Proposal Application Instructions—Describes the required format and content for the proposal application.

Section 4, Proposal Evaluation—Describes how proposals will be evaluated by the state purchasing agency.

Section 5, Attachments—Provides applicants with information and forms necessary to complete the application.

Section 6, Appendices—Provides applicants with additional information necessary to complete the proposal.

III. Contracting Office

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing provider performance. The Contracting Office is:

Marc Yamamoto

Department of Public Safety

Administrative Services Office—Purchasing and Contracts

919 Ala Moana Boulevard, Room 413

Honolulu, Hawaii 96814

Telephone: (808) 587-1215

Facsimile: (808) 587-1244

E-mail marc.s.yamamoto@hawaii.gov

The **Contract Administrator (CA)** for this contract shall be the Mainland Branch Administrator or her authorized designee. She can be contacted at telephone (808) 837-8020.

IV. Procurement Timetable

Note that the procurement timetable represents the State's best estimated schedule. Contract start dates may be subject to the issuance of a notice to proceed.

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing RFP	July 22, 2010
Distribution of RFP	July 22, 2010
RFP orientation session	August 5, 2010
Deadline for submission of written questions for written responses	August 12, 2010, 4:30 p.m., H.S.T.
PSD's response to applicants' written questions	August 19, 2010
Proposal submittal deadline	Sept. 2, 2010 2:00 p.m., H.S.T.
Proposal evaluation period	Sept. 7-16, 2010
Determine priority-listed Applicants, and discussion, if needed	Sept. 9, 2010
Final revised proposals (optional)	Sept. 15, 2010
Provider selection	Sept. 16, 2010
Notice of Award	Sept. 20, 2010
Contract start date	October 1, 2010

V. Orientation

A non-mandatory orientation for Applicant in reference to the request for proposals will be held as follows:

Date:	August 5, 2010	Time:	10:00 a.m. to 12:00 p.m. HST
Location:	Department of Public Safety		
	Director's Office Conference Room		
	919 Ala Moana Boulevard, 4 th Floor		
	Honolulu, Hawaii 96814		

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at the PSD's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the PSD's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the next paragraph (VI. Submission of Questions).

VI. Submission of Questions

Applicants may submit questions to the RFP Contact Person identified in Section 2 of this RFP. All written questions will receive a written response from the PSD.

Deadline for submission of written questions:

Date:	August 12, 2010	Time:	4:30 p.m. HST
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PSD's response to applicant written questions will be provided on or about:

Date:	August 19, 2010
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VII. Submission of Proposals

Applicants shall follow the format specified in Section Three and contain the following:

1. **Proposal Application Checklist** – Provides applicants with information on where to obtain the required forms; information on program specific requirements; which forms are required and the order in which all components should be assembled and submitted to the PSD.
2. **Table of Contents** - A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.
3. **Proposal Application (Form SPO-H-200A)** - Applicant shall submit comprehensive narrative to address all of the issues contained in the Proposal Application Instructions, including a cost proposal/budget if required (refer to Section 3 of this RFP.)

Not Applicable

- 4. Registration Form (SPO-H-100A)** – If applicant is not registered with the State Procurement Office (business status), this form must be submitted with the application. If applicant is unsure as to their registration status, they may check the State Procurement Office website at: <http://www.spo.hawaii.gov>, click *Procurement of Health and Human Services*, and *For Private Providers and Provider Lists...The List of Registered Private Providers for Use with the Competitive Method of Procurement* or call the State Procurement Office at (808) 587-4706.

- 5. Responsibility of Lowest Responsive Bidder.** Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the ASO-PC prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

- a. Tax Clearance** – A certified copy of a current valid tax clearance certificate issued by the State of Hawaii, Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) will be required at the time of proposal submittal.

Refer to Section 4, item III.A.1, Administrative Requirements, and the Proposal Application Checklist to see if the tax clearance is required at time of proposal submittal. The tax clearance application may be obtained from the Department of Taxation website at www.hawaii.gov/tax/tax.html.

- b. HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.** Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/forms/forms/DCD-LIR27.pdf> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the ASO-PC.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the ASO-PC. However, the certificate shall be submitted to the ASO-PC.

- c. Compliance with Section 103D-310(c)(1) and (2), HRS.** Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required

to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at <http://hawaii.gov/dcca/areas/breg/online/>. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the ASO-PC as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Hawaii Public Procurement Code, Chapter 103D, HRS, menu.

- A. Program Specific Requirements** - Additional program specific requirements are included in Sections 2 and/or 3, Service Specifications and the Proposal Application Instructions, as applicable. If Federal and/or State certifications are required, they are listed on the Proposal Application Checklist.

B. Multiple or Alternate Proposals - Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2 of this RFP. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.

C. Proposal Submittal - Proposals must be received by the date and time designated. Any proposal post-marked or received after the designated date and time shall be rejected.

Proposals submitted shall be original hardcopies only. Facsimile, or e-mailed transmissions of a proposal is not acceptable and shall be rejected.

D. Wages and Labor Law Compliance - Before a provider enters into a service contract in excess of \$25,000, the provider shall certify that it complies with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS may be obtained from the Hawaii State Legislature website at <http://www.capitol.hawaii.gov/>. Or go directly to:
http://www.capitol.hawaii.gov/hrscurrent/Vol02_Ch0046-0115/HRS0103/HRS_0103-0055.htm

E. Confidential Information – If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

Note that price is not considered confidential and will not be withheld.

VIII. Discussions with Applicants

A. Prior to Submittal Deadline. Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements.

B. After Proposal Submittal Deadline - Discussions may be conducted with the priority-listed applicants (refer to Section 1, paragraph X – Priority-Listed Applicants), but proposals may be accepted without discussions, in accordance section 3-143-403, HAR.

IX. Opening of Proposals

Upon receipt of proposal by the PSD at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and time-stamped. All documents so received shall be held in a secure place by the PSD and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

X. Priority-Listed Applicants

The evaluation committee will review and score the proposals on a preliminary basis. Up to three (3) of the highest scoring proposals will be designated as priority-listed Applicants. Only those designated as priority-listed Applicants shall be eligible to deliver oral presentations, and/or host a site visitation of the proposed facility, if requested.

XI. Additional Materials and Documentation

Upon request from the PSD, each applicant shall submit any additional materials and documentation reasonably required by the PSD in its evaluation of the proposals.

XII. RFP Amendments

The State reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals.

XIII. Final Revised Proposals

The applicant's final revised proposal, *as applicable* to this RFP, must be received by the date and time specified by the PSD. Any final revised proposal post-marked or received after the designated date and time shall be rejected. If a final revised proposal is not submitted, the previous submittal shall be construed as their final revised proposal. *The applicant shall submit only the section(s) of the proposal that are amended.* After final revised proposals are received, final evaluations will be conducted for an award.

XIV. Cancellation of Request for Proposal

The request for proposal may be canceled and any or all proposals may be rejected in whole or in part, if it is determined to be in the best interest of the State.

XV. Costs for Proposal Preparation

Any costs incurred by applicants in preparing and/or submitting a proposal are the applicants' sole responsibility.

XVI. Provider Participation in Planning

Provider participation in a PSD's efforts to plan for or to purchase health and human services prior to the PSD's release of a request for proposals, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with sections 3-142-202, 3-142-203 and 3-143-618 of the Hawaii Administrative Rules for Chapter 103F, HRS.

Not Applicable

XVII. Rejection of Proposals

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

XVIII. Notice of Award

A notice of award shall be provided to all applicants by mail upon completion of the evaluation of proposals.

Any agreement arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order or other directive.

No work is to be undertaken by the awardee prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

XIX. Protests

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award(s), if any, resulting from this solicitation shall be posted on the DAGS-SPO website at:

<http://www.spo.hawaii.gov/>

Select "Awards" link

Click on to link for "Contracts for Goods, Services and Construction"

Click on link for "Invitation for Bids (IFB)"

Click on link "Search"

Select "Invitation for Bids" at Method Drop-down box.

Select "Public Safety" at Department Drop-down box.

Click "Search" Button

Awards for solicitations posted will be shown.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Director, Department of Public Safety, 919 Ala Moana Boulevard, 4th Floor, Honolulu, Hawaii 96814.

Head of State Purchasing Agency	Procurement Officer
Name: Clayton Frank	Name: Patricia J. Snyder, Ph.D., BMO
Title: Director	Title: Business Management Officer
Mailing Address: Department of Public Safety 919 Ala Moana Boulevard, 4 th Floor Honolulu, Hawaii 96814	Mailing Address: Department of Public Safety Planning, Programming and Budget Office 919 Ala Moana Boulevard, Room 413 Honolulu, Hawaii 96814
Business Address: same	Business Address: same

XX. Availability of Funds

The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and subject to the availability of State and/or Federal funds.

XXI. General and Special Conditions of Contract

The general conditions that will be imposed contractually are on the SPO website. (See Section 5, Proposal Application Checklist for the address). Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

(1) ADDITIONAL TERMS AND CONDITIONS

The State reserves the right to add terms and conditions prior to the execution of the selection. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

(2) OFFER ACCEPTANCE PERIOD

The State's acceptance of offer, if any, will be within ninety (90) calendar days after the opening of proposals. Prices quoted by the Applicant shall remain firm for the ninety (90) day period.

(3) INSURANCE REQUIREMENTS

The Provider shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Provider and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by an subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Provider providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Provider may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's

insurance policy or policies are in addition to the Provider's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Provider, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$ 1,000,000 per year aggregate amount. \$ 1,000,000 for each person for each occurrence for bodily injury and property damage.
Products—Complete Operations Aggregate	
Comprehensive Automobile Liability BI:	\$ 1,000,000 per person for each occurrence.
	PD: \$ 1,000,000 for each occurrence.
Professional Liability	\$1,000,000 for each occurrence.

The Commercial General Liability insurance policy required of the Provider, including any subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Public Safety, Administrative Services Office—Purchasing and Contracts, 919 Ala Moana Boulevard, Room 413 Honolulu, Hawaii 96814."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire selection term, including all extended periods if exercised.

The Provider agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this agreement have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this agreement, including those of its subcontractor(s), where appropriate. Upon request by the State, Provider shall be responsible for furnishing a copy of the policy or policies.

Failure of the Provider to provide and keep in force such insurance shall be regarded as material default under this agreement, entitling the State to exercise any or all of the remedies provided in this agreement for a default of the Provider.

The procuring of such required insurance shall not be construed to limit Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this agreement. Notwithstanding said policy or policies of insurance, Provider shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this agreement.

(4) CONTRACT EXECUTION

The successful Applicant receiving an award shall be required to enter into a formal written contract. Performance and payment bonds are not required for this contract.

Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Liability insurance shall be required of the Provider and, if applicable, of all of Provider's subcontractors.

No work is to be undertaken by the Provider prior to the contract commencement date. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Provider prior to the official commencement date stated on the Notice To Proceed.

If the option to extend for each twelve-month period or portion thereof, is mutually agreed upon, the Provider shall be required to execute a supplement to the contract for each extended period.

(5) SUBCONTRACTING

No work or services shall be subcontracted or assigned without the prior written approval of the Procurement Officer. No subcontract shall under any circumstances relieve the Provider of its obligations and liability under this agreement with the State. All persons engaged in performing the work specified herein shall be considered employees of the Provider.

(6) CHANGES – UNANTICIPATED AMENDMENTS

During the course of the Provider's term, the Provider may be required to perform additional work that will be within the general scope of the agreement. When additional work is required, the CA will provide the Provider a written description of the additional work and request that the Provider submit a firm

time schedule for accomplishing the additional work and a firm price for the additional work.

The Provider will not commence additional work until the CA or her authorized representative has issued a written modification to this agreement.

(7) MODIFICATIONS

The agreement may be modified only by written document signed by the CA and the Provider personnel authorized to sign modifications on behalf of the Provider.

(8) CONTRACT INVALIDATION

If any provision of this selection is found to be invalid, such invalidation will not be construed to invalidate the entire agreement.

(9) INSPECTION & MODIFICATIONS – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The Provider is responsible for the completion of all work set out in their proposal and this RFP. All work is subject to inspection, evaluation, and approval by the CA. The State may employ all reasonable means to ensure that the work is being performed in compliance with their proposal and this RFP. Should the CA determine that corrections or modifications are necessary in order to accomplish its intent, the CA may direct the Provider to make such changes.

Substantial failure of the Provider to perform the services required may cause the State to terminate the agreement with the Provider. In this event, the State may require the Provider to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek damages.

(10) GOVERNING LAW; COST OF LITIGATION

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this agreement shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Provider in connection with their proposal and this RFP, the Provider shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

(11) TERMINATION

The State reserves and has the right, at any time during the term of the agreement, in its sole discretion, to terminate and cancel said agreement in the public interest or for the convenience of the State; provided, that the State

gives the Provider written notice of any cancellation or termination no less than ninety (90) calendar days prior to the effective date of such cancellation or termination. The Provider's obligation under this agreement shall continue until the specified termination date.

XXII. Cost Principles

In order to promote uniform purchasing practices among state purchasing agencies procuring services under Chapter 103D, HRS, state purchasing agencies will utilize standard cost principles outlined in Form SPO-H-201 which is available on the SPO website (see section 5, the Proposal Application Checklist). Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

Section 2

Service Specifications

Section 2

Service Specifications

I. Introduction

A. Overview, purpose or need

The purpose of this RFP is secure the services of an individual or firm by contractual agreement to provide on-site monitoring services of PSD's intergovernmental agreement with Eloy County for private prison services at the CCA SCC and CCA RRCC in Eloy, Arizona.

Approximately 1,900 State inmates are housed in Eloy, Arizona. In order to adequately monitor CCA's compliance with the terms and conditions of the contract and assure that appropriate conditions are being met and maintained for State inmates, the PSD is seeking the professional services of a qualified full-time on-site monitor SCC and RRCC physical working location will be at SCC.

It is the State's intention to administer the contract resulting from this request. The contract resulting from this RFP will be for an initial twelve (12) month term with possible extensions, as mutually agreed upon by both parties, for an additional two (2) twelve months or portions thereof.

B. Description of the goals of the service

The purpose of this procurement is to adequately monitor CCA's compliance with the terms and condition of PSD's contractual agreement and assure that appropriate conditions are being met and maintained for State inmates.

C. Description of the target population to be served

The target population to be served is male inmates housed at SCC and RCCC as determined by the State in accordance with all applicable laws, including but not limited to those of the county, state and federal laws.

The criteria the State uses to determine the inmates qualification for this program are as follows:

- (1) Time left to serve on sentence;
- (2) Program refusal, non-clinical discharge, or misconducts incurred;
- (3) Parole violators with more than 12 months to serve;
- (4) No pending pretrial charges;
- (5) No medical or mental health conditions that may affect an inmate's ability to function within a normal range; and
- (6) Inmates that volunteer and have cleared all facility holds.

D. Geographic coverage of service

PSD's contractual agreement that covers the confinement, care and custody of State male inmates at the SCC and RRCC in Eloy, Arizona.

II. General Requirements

A. Minimum qualifications or requirements, including but not limited to licensure or accreditation

The Applicant is expected to have extensive knowledge of and experience in federal and/or state correctional systems. The Applicant shall include in the proposal information that demonstrates the necessary experience and expertise to provide services as required that meets the following minimum requirements:

- (1) At least three (3) years experience directly managing (i.e. as a Warden or Superintendent) federal, state and/or privately-managed correctional institutions (prison facilities) that provide programs for inmates.
- (2) At least three (3) years experience monitoring and/or auditing institutional programs that report not only what and where the problems exist but that also include analysis of the effect of those problems on inmates and staff and the estimated collateral costs to PSD for contracting services.
- (3) Experience and knowledge of the ACA standards.
- (4) Extensive knowledge of facility and security operations in maintaining the good government of the facility.
- (5) The Applicant shall comply with Section 1 – Administrative Overview, paragraph XXI – General and Special Conditions of the Contract, item (3) – Insurance Requirements.
- (6) All services provided in the proposal shall comply with all state and federal laws and constitutions.
- (7) The Applicant shall be a full-time contracted employee with the PSD physically located at the SCC.

B. Secondary purchaser participation

Refer to § 3-143.808, HARP
Not Applicable to §103D Procurements
After-the-fact secondary purchases will be allowed.

Planned secondary purchases: None

C. Multiple or alternate proposals

☐ Allowed

☒ Unallowed

Alternate, or multiple proposals for this RFP shall not be accepted.

D. Single or multiple contracts to be awarded

☒ Single ☐ Multiple ☐ Single & Multiple

Criteria for multiple awards: Not applicable.

E. Single or multi-term contracts to be awarded

☒ Single term (\leq 2 yrs) ☐ Multi-term ($>$ 2 yrs.)

Contract terms:

Initial term of contract: Nine (9) months beginning October 1, 2010 or the commencement date stated on the Notice to Proceed.

Length of each extension: Twelve (12) months.

Number of possible extensions: Two (2).

Conditions for extension: The contract may be extended if mutually agreed upon in writing prior to the expiration date of the contract.

F. RFP contact person

The individual listed below is the sole point of contact from the date of release of this RFP until the selection of the successful provider or providers. Written questions should be submitted to the RFP contact person and received on or before the day and time specified in Section I, Item IV (Procurement Timetable) of this RFP.

Marc Yamamoto, Purchasing and Contracts Staff
Department of Public Safety
Planning, Programming and Budget Office
919 Ala Moana Boulevard, Room 413
Honolulu, Hawaii 96814

Telephone: (808) 587-1215

Facsimile: (808) 587-1244

III. Scope of Work

The scope of work encompasses the following tasks and responsibilities:

A. Compliance Monitoring Instrument and Other Resources - The successful Offeror will be provided copies of the following information and must acquire a thorough knowledge of each:

- (1) PSD's intergovernmental agreement with Eloy County for the provision of private prison contract services at SCC and RRCC;

- (2) Applicable PSD policies and procedures that are applicable to the intergovernmental agreement with Eloy, County;
- (3) Access to applicable CCA policies and procedures that govern the overall operations at SCC and RRCC;
- (4) Applicable State statutes;
- (5) PSD's Mainland Contractual Audit Compliance Checklist;
- (6) Copies of past SCC and RRCC Contractual Audit Compliance Checklist; and
- (7) Remote access to PSD's Offendertrak system.

The successful Offeror will assist PSD's Mainland Branch in performing audits, assessments, analysis and reporting on the level of compliance of the SCC and RRCC contracted services using PSD's Mainland Branch's Contractual Audit Compliance Checklist on a quarterly basis. Deficient areas will be addressed more frequently. The successful Offeror shall notify the Mainland Branch Administrator immediately by telephone, fax or email of critical (life, health/safety and security) issues found during the assessments.

In conducting the assessment, the successful Offeror shall also conduct interviews with appropriate facility staff and State inmates on any issue regarding the assessment.

A thorough detailed report of the monthly assessments will be completed quarterly, or as requested or scheduled by the Mainland Branch Administrator. In addition, the successful Offeror shall analyze the deficient areas to determine any potential liquidated damages that could be assessed against CCA, SCC or RRCC under the contractual agreement.

The Offeror will invoice actual hours worked; there are no sick and vacation days leave.

B. Scheduled Services – The successful Offeror will be physically located in the SCC's administrative offices as a full time staff member under contract with PSD. Scheduled services include:

- (1) Liaison between PSD and SCC/RRCC on issues related to compliance with contractual agreements;
- (2) Daily on-site reviews (including unannounced reviews) of facility operations on all three shifts, staffing plans, mandatory posts, vacancies, overtime issues;
- (3) Immediate reporting to the Mainland Branch Administrator on all critical incidents including assaults, resulting in injury, riots, facility disturbances, and facility lockdowns including an official written report;
- (4) Serves as a member of the PSD and CCA's executive review team on critical incidents;
- (5) Follow-up on inmate-related complaints, grievances, investigations, or special reviews/projects as assigned by the Mainland Branch Administrator / designee, Institutions Division Administrator, or Deputy Director for Corrections; and
- (6) Provide consultation services relevant to the PSD in any improvements or changes in its contractual agreements.

The successful Offeror shall not have authority to make any decisions related to the operation of the private prisons. The successful Offeror is only to gather and pass information and make recommendations between the PSD and CCA.

- C. Written Reports** – Written reports of the assessments shall be electronic and in a format compatible with PSD's system and shall be submitted at the end of each week highlighting the concerns and issues found. Monthly summary reports shall also be submitted and include but not be limited to, statistics and narratives of the facility's activities and inmate population concerns or problems. A thorough detailed report of the monthly assessments with a copy of the completed Mainland Branch's Contractual Audit Compliance Checklist will be completed quarterly. In addition, the successful Offeror shall analyze the deficient areas to determine any potential liquidated damages that could be assessed against CCA, SCC or RRCC under the contractual agreement. Reports shall be submitted to the PSD Mainland Branch Administrator with a copy to the Institutions Division Administrator and the Deputy Director of Corrections.
- D. Modification of Contractual Audit Compliance Checklist** – The successful Offeror may determine that the compliance checklist requires modifications during the contract term. The successful Offeror shall submit to the Mainland Branch Administrator a recommendation for such modifications. The Mainland Branch Administrator will make the final decision regarding modification of the compliance checklist which is a separate document designated as Appendix B and is incorporated with this RFP.
- E. Responsibilities of PSD** – PSD agrees to provide the following:
- (1) Provide initial training and resources (as listed in item A) to the successful Offeror in preparation for the job performance expected in the State;
 - (2) Provide office space, telephone and computer access as specified in PSD's intergovernmental agreement. Will also provide cell phone and a laptop computer and printer;
 - (3) Provide information in regards to work hours, job performance and accountability expectations;
 - (4) Provide feedback and direction to the successful Offeror on required reports and assignments;
 - (5) Weekly meetings with the Mainland Branch Administrator; and
- F. Optional Services** – The successful Offeror may propose to provide other services that are within the general scope of the RFP. If it is an optional service (services outside the scope described herein), clearly state which services would be optional. If there is a cost associated with the optional services, the cost must be listed in the budget narrative in a separate category.
- G. Invoicing** - The successful Offeror shall submit a monthly original invoice to:

State of Hawaii
Department of Public Safety
Mainland / FDC Branch
919 Ala Moana Boulevard, 4th Floor
Honolulu, Hawaii 96814

Attention: Mainland Branch Administrator

- H. Payment** – The State shall have up to thirty (30) calendar days after receipt of the original invoice to make payment, a facsimile copy shall not serve as the original copy. The State will take all reasonable steps to effect payment to the Provider by wire transfer. All payments shall be made in accordance with and subject to Chapter 40, HRS.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Hawaii Public Procurement Code, Chapter 103D, HRS, menu.

Section 3

Proposal Application Instructions

Section 3

Proposal Application Instructions

General instructions for completing applications:

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. **See sample table of Contents***
- *Proposals may be submitted in a three ring binder (Optional).*
- *Tabbing of sections (Recommended).*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*

The Proposal Application comprises the following sections:

- *Proposal Application Identification Form*
- *Table of Contents*
- *Introduction/Applicant Information*
- *Experience and Qualifications*
- *Technical Proposal (Understanding of Work and Plan for Service)*
- *Budget Narrative*
- *Cost Proposal*

I. Introduction/Applicant Information

Applicant shall give a brief overview to orient evaluators as to the services being offered and shall include a narrative and necessary documentation of the applicant's compliance to the general requirements state in Section 2.II of this RFP.

II. Experience and Qualifications

A. Necessary Skills & Experience

The applicant shall demonstrate and document any prior experience in providing and administering the services required, or similar services, including experience managing prisons with programs and providing auditing/monitoring services within correctional facilities:

(1) Provide information that identifies the Applicant(s) who will provide assessment services under the contract and include the following information about each person(s) listed:

- Individual Title;
- Current resume, include experience providing similar services, and a list of references; and
- Description of how the Applicant meets the minimum experience criteria required in Section 2.11, please be specific.

B. Organizational Subcontract Agreements

The applicant shall provide any agreements pertaining to this RFP that have been entered into between potential providers and proposed subcontractors if any.

C. Litigation History

The applicant shall include a summary of all litigation (including bankruptcy cases) associated with providing the same services, or management services as required in this RFP. Include past and present litigation in which the Applicant (under current and previous businesses and any person in this Applicant's current administration or company who will be responsible for the administration or operations related to providing these services) has been named a party, including state or federal jurisdiction, case number and final disposition.

Include all bankruptcy and negligence litigation, as well as criminal convictions relevant to these services. List the current and the past five (5) years of information, including any known "pending" or "ongoing" litigation.

Litigation of personal issues not germane to the services herein (i.e. automobile not related to substance abuse, divorce, child custody or support, legal guardianship, etc.) is not required.

III. Technical Proposal (Understanding of Work and Plan for Service)

The applicant shall describe in detail the following:

A. Understanding – Describe in detail your understanding of the work that is to be performed as described in Section 2 and your agreement to comply with the requirements and conditions stated in the RFP. This should also include a statement of the goals and objectives that the work would achieve.

B. Plan for Service – Provide a comprehensive narrative statement that sets out the methodology you intend to employ, and the management plan you intend to follow, and illustrate how each will serve to accomplish the work and meet the State's goals. This section should address in detail each subsection in Section 2 explaining how the Applicant intends to accomplish the work requirements. Include:

- (1) The Applicant's business location;
- (2) A description of the Applicant's assessment strategy;
- (3) What equipment and communications are to be used in the performance of this contract; and
- (4) Applicant's ability to provide additional services and accept additional projects upon request.

This section should not paraphrase the scope of services from the RFP. This section must demonstrate an understanding of what has been requested, the major issues involving in working in a correctional center, and what must be done to accomplish the State's objectives.

IV. Budget / Cost

If you are providing a proposal that utilizes a subcontractor approach with one or more firms, organizations or agencies, you must detail how each firm's work will assist in the work to be performed.

A proposed flat annual salary of \$65,000 (\$5,416.67/month) will be binding upon the successful Offeror for the full term of the contract including any renewals. There shall be no proposed annual increases due to inflation but the option to request such increase in the future providing the contract is extended shall remain available. Any increase requested by the Offeror shall be subject to the availability of funds and shall be subject to prior approval by the PSD. The successful Offeror will be reimbursed for the actual expenses incurred (subject to limitations described below) while traveling for the purposes of the resulting contract. Provide a comprehensive narrative statement that describes each of the following:

- A. Professional Services** - Proposed annual salary will include all direct and associated costs associated with the performance of the services including direct expenses, payroll, benefits, supplies, equipment, overhead and profit for full-time on-site employment in Eloy, Arizona.
- B. Travel Expenses (Car mileage will not be reimbursed as a part of this job)** – If applicable, the Applicant must also estimate the travel expenses associated with meetings in Hawaii as needed or at the request of PSD. Travel expense estimates shall include the lowest currently cost of airfare, lodging, and car rental.
- C. Emergency Situations** – If applicable, the Applicant must provide a quote for an hourly rate for instances where the Offeror may be required to work at the facility over the normal 8 hours per day when PSD not CCA, requires his/her presence at the facility. Mileage reimbursement shall be allowed only in situations where the Offeror is required to return to the facility by PSD after normal working hours and shall be at the rate established by Comptroller's Memorandum, currently 50 cents per mile.

Section 4

Proposal Evaluation

Section 4

Proposal Evaluation

I. Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

II. Evaluation Process

The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

- Phase 1 – Evaluation of Proposal Requirements
- Phase 2 – Preliminary Evaluation of Proposal Application to Establish Priority-Listed Applicants
- Phase 3 – Presentation by Priority-Listed Applicants
- Phase 4 – Finalize Evaluation of Priority-Listed Applicants' Proposal
- Phase 5 – Recommendation for Award

<u>Evaluation Categories</u>	<u>Maximum Points</u>	<u>Weight</u>	<u>Possible Points</u>
<i>General Requirements</i>			
A. Experience and Qualification	100	30%	30.0
B. Technical Proposal	100	50%	50.0
C. Budget / Cost	100	20%	<u>20.0</u>
Total Weighted Points			100.0

III. Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

(1) General Requirements

Applicant shall state its compliance to each item specified in Section 2.II.A.

(2) Proposal Application Requirements

- Proposal Application Identification Form (Form SPO-H-200)
- Table of Contents
- Introduction / Applicant Information
- Experience and Qualifications
- Technical Proposal
- Budget Narrative
- Cost

B. Phase 2 – Preliminary Evaluation of Proposal Application to Establish Priority-Listed Applicants (100 Points)

Introduction/Applicant Information: No points are assigned to Program Overview. The intent is to give the applicant an opportunity orient evaluators as to the service(s) being offered.

(1) **EXPERIENCE AND QUALIFICATIONS**—maximum points for section: 100

The proposal shall include a description the following:

- a. The applicant shall demonstrate and document any prior experience in providing and administering the services required, or similar services, including experience managing prisons with programs and providing auditing/monitoring services within correctional facilities. **(Maximum of 30 points.)**
- b. Any past or present experience providing similar services, and a list of references. **(Maximum of 10 points.)**
- c. Description of how the Applicant meets the minimum experience criteria required in Section 2.II, be specific. **(Maximum of 40 points.)**
- d. A litigation history of the Applicant listing the cases filed against it and/or its employees by inmates, including the name and civil number of the cases, a brief description of the case, and the status and/or outcome of the cases over the past five (5) years. **(Maximum of 20 points.)**

(2) **TECHNICAL PROPOSAL**—maximum points for section: 100

The proposal shall include a description of the following services:

- a. Understanding: Describe in detail your understanding of the work that is to be performed as described in Section 2 and your agreement to comply with the requirements and conditions stated in the RFP. This should also include a statement of the goals and objectives that the work would achieve. **(Maximum of 50 points.)**
- b. Plan for Service: Provide a comprehensive narrative statement that sets out the methodology you intend to employ, and the management plan you intend to follow, and illustrate how each will serve to accomplish the work and meet the State's goals. This section should address in detail each subsection in Section 2 explaining how the Applicant intends to accomplish the work requirements. **(Maximum 50 points).**

(3) **BUDGET / COST**—maximum points for section: 100

Provide a comprehensive narrative statement that describes each of the following:

- a. Professional Services: Describe all costs associated with the performance of the services including direct and associated expenses, payroll, benefits, supplies, equipment, overhead and profit for full-time on-site employment in Eloy, Arizona. **(Maximum 40 points)**
- b. Travel Expenses: Provide an estimate in the travel expenses associated with meetings in Hawaii as needed or at the request of PSD. Travel expense estimates shall include the lowest currently cost of airfare, lodging, and car rental. **(Maximum 20 points)**
- c. Emergency Situations: Provide a quote and a narrative for an hourly rate for instances where the Offeror may be required to work at the facility over the normal 8 hours per day when PSD not CCA, requires his/her presence at the facility. Mileage reimbursement shall be allowed only in situations where the Offeror is required to return to the facility by PSD after normal working hours and shall be at the rate established by Comptroller's Memorandum, currently 50 cents per mile. **(Maximum 20 points)**
- d. Optional Service: Provide a quote and a detailed narrative on the Offeror's optional services (services outside the scope described herein). **(Maximum 20 points)**

C. Phase 3 – Presentation by Priority-Listed Applicants

Up to three Applicants receiving the highest preliminary evaluation scores will be designated as Priority-Listed Applicants. At the option of the State, the Priority-Listed Applicants may be requested to prepare an oral presentation in the State.

If an oral presentation is selected, the presentation shall be at the Department of Public Safety, Director's Conference Room. All costs incurred by the Applicant for this presentation shall be borne by the Applicant.

D. Phase 4 – Final Evaluation

Upon the completion of the oral presentations, an addendum may be issued to clarify items within the scope of services, and a revised final proposal for those sections or items affected by the addendum may be requested.

A final evaluation shall be conducted after the oral presentation, and revised final proposal, if necessary, using the criteria specified in Phase 2.

E. Phase 5 - Recommendation for Award

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

COMPUTATION OF WEIGHTS TO EVALUATION CRITERIA

The final score of each proposal shall be the result of the following weights being applied to the criteria:

	<u>Maximum Points</u>	<u>Weight</u>	<u>Weighted Points</u>
Introduction	0	0	0
Experience and Qualification	100	30%	30.0
Technical Proposal	100	50%	50.0
Budget / Cost	100	20%	<u>20.0</u>
Total Weighted Points			100.0

Section 5

Attachments

- A. Proposal Application Checklist
- B. Sample Proposal Application Table of Contents

Proposal Application Checklist

Applicant: _____

RFP No.: _____

The applicant's proposal must contain the following components in the order shown below. This checklist must be signed, dated and returned to the state purchasing agency as part of the Proposal Application. *SPO-H forms are located on the web at <http://www.spo.hawaii.gov> Click *Procurement of Health and Human Services and For Private Providers*.*

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Completed by Applicant
General:				
Proposal Application Identification Form (SPO-H-200)	Section 1, RFP	SPO Website*	X	
Proposal Application Checklist	Section 1, RFP	Attachment A	X	
Table of Contents	Section 5, RFP	Section 5, RFP	X	
Proposal Application (SPO-H-200A)	Section 3, RFP	SPO Website*	X	
Registration Form (SPO-H-100A)	Section 1, RFP	SPO Website*	(Required if not Registered)	
Tax Clearance Certificate (Form A-6)	Section 1, RFP	Dept. of Taxation Website (Link on SPO website)*	X	
Form LIR #27	Section 1, RFP	Dept of Labor and Industrial Relations	X	
Certificate of Good Standing	Section1, RFP	Dept of Commerce and Consumer Affairs, Business Registration Division	X	
Cost Proposal (Budget)				
SPO-H-205	Section 3, RFP	SPO Website*		
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions is applicable, Section 5		
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions, Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*		
SPO-H-206B	Section 3, RFP	SPO Website*		
SPO-H-206C	Section 3, RFP	SPO Website*		
SPO-H-206D	Section 3, RFP	SPO Website*		
SPO-H-206E	Section 3, RFP	SPO Website*		
SPO-H-206F	Section 3, RFP	SPO Website*		
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*		
SPO-H-206I	Section 3, RFP	SPO Website*		
SPO-H-206J	Section 3, RFP	SPO Website*		
Certifications:				
Federal Certifications		Section 5, RFP		
Program Specific Requirements:				
Proof of Insurance	Section 1, RFP	Section 1, RFP	X	

Authorized Signature

Date

Sample

Organization: _____
RFP No: _____

Proposal Application Table of Contents

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II	Experience and Qualifications.....	2
	A. Necessary Skills.....	2
	B. Experience.....	2
	C. Organizational Subcontract Agreements (if applicable)	2
	D. Litigation History	2
III	Technical Proposal	3
	A. Understanding	3
	B. Plan for Service.....	3
IV	Budget Narrative.....	4
	A. Proposed Budget	4
V	Cost.....	5
	A. Professional Service	5
	B. Travel Expenses	5

ATTACHMENTS

- TAX CLEARANCE
- CERTIFICATE OF INSURANCE
- RESUMES, INCLUDING EMPLOYEE'S QUALIFICATION DATA
(CERTIFICATIONS, AS APPLICABLE)

SECTION SIX APPENDICES

APPENDICES

Appendix A: Intergovernmental Agreement with Eloy County, Arizona.

Appendix B: Contractual Audit Compliance Checklist

STATE OF HAWAII AGREEMENT

This Agreement entered into between and among the Department of Public Safety, State of Hawaii, by its Director, and City of Eloy, whose business address and taxpayer identification number are as follows: 628 North Main Street, Eloy, Arizona 85231, TAX ID No. 86-6000662 and the City of Eloy's subcontractor, Corrections Corporation of America (hereinafter collectively "PA"), whose business address and taxpayer identification number are as follows: 10 Burton Hills Boulevard, Nashville, Tennessee 37215, Tax ID No. 62-1763875. City of Eloy has contracted with the Corrections Corporation of America to administer all of its inter-governmental service agreements relating to the Florence Correctional Center, the Red Rock Correctional Center and the Saguaro Correctional Facility.

SCOPE OF SERVICES

1. DEFINITIONS UNLESS THE CONTEXT OTHERWISE REQUIRED

ACA	means	American Correctional Association.
ADAD	means	Alcohol and Drug Abuse Division, Department of Health, State of Hawaii
CARF	means	Commission on Accreditation of Rehabilitation Facilities
DSM IV	means	Diagnostic and Statistical Manual of Mental Disorders – IV
CCA	means	Corrections Corporation of America
CCA Policy	means	CCA's policies and procedures as current at the time and as applicable to the particular facility where the inmates are housed. Provider shall have the ability to amend its policies in accordance with best correctional practices and changes in ACA standards and applicable law. Policy numbering and formatting may change, following the commencement of the contract, but the Provider shall always maintain policies to address the same operational areas and services. In no event shall the Provider modify its policy to decrease the level of service required herein. Provider shall submit electronic copies of all modified or new policies to the State as soon as practicable.
Inmate	means	State of Hawaii Inmates.
LSI-R	means	Level of Services Inventory-Revised.
PA	means	Provider's Administrator of inter-governmental service agreements relating to the Provider.
PSD	means	Department of Public Safety.
Provider	means	City of Eloy.
Provider's Administrator	means	CCA
State	means	State of Hawaii.
FCC	means	Florence Correctional Center.
RRCC	means	Red Rock Correctional Center.
SCF	means	Saguaro Correctional Facility; this facility is anticipated for completion by July 2007. Upon completion and ready for occupancy, the terms of this Contract are meant to apply.

2. Commingling of inmates from different jurisdictions shall be permitted, but in no event shall inmates from different jurisdictions be housed in the same cell. For population management purposes, the PA agrees to provide space at the following listed facilities; provided, however, nothing herein shall prevent the PA from utilizing these beds for other customers in the event that such beds are not utilized by the State and nothing herein shall be construed as a guarantee of bed availability at the facility: FCC, RRCC, and SCF.
3. The State shall identify inmates proposed for transfer to the facility. For each inmate proposed, all records including classification and conduct records shall be made available for the PA's review. The PA will then select and determine the appropriateness of each inmate's custody level and offenses in accordance with any state statutory requirements in which the facility is located prior to the date of transfer.

For each inmate proposed for transfer by the State, the State shall provide appropriate medical information to the PA prior to the transfer of an inmate that includes certification of tuberculosis screening or treatment and information regarding medication prescribed for each inmate.

For each inmate transferred, the State shall provide the following:

- a) Duplicate inmate institutional file that includes the inmate's case history, formal misconduct reports, judicial and administrative judgments and orders pertinent to the inmate, Mittimus and Judgment, Notice and Order Fixing Minimum Term(s) of imprisonment and all information relating to the sentence(s) for which the inmate is confined to be provided within 30 days after transfer;
 - b) Health Care Discharge Summary and Medication Administration Record (MARS) that summarizes the Inmate's current physical, psychological, medical condition, immunizations, and chronic care information (i.e. labs, x-ray reports, consults, etc.) as needed on the day of transfer. Duplicate inmate medical record to be provided within 30 days after transfer;
 - c) Inmate Classification Score sheet that objectively reflects custody level on the day of transfer; and
 - d) Identification data, including photographs, and fingerprints.
4. Relating to the transport of Inmates:
 - a) The State shall be responsible for the cost of transporting Inmates to and from the State. The "return to the State from the PA" shall mean the moment the inmate exits the aircraft at the Honolulu International Airport or any other location determined by the State and is accepted into the custody of its officials. The State shall have the option of providing transportation itself, or it may request that the PA submits a proposal for the transportation. If the State approves the proposal, it shall reimburse the PA for the cost of the transportation;
 - b) Notwithstanding the foregoing, transportation costs related to the transfer of Inmates between the PA's facilities shall be the PA's responsibility, provided however, if an

Inmate is transferred between the PA's facilities, the State shall be responsible for the related transportation costs only if the State has required such transfer in writing;

- c) The PA shall be responsible for the cost of local transportation of the Inmate while assigned to any of the facilities under this Contract and until custody has been accepted by the State or authorized agent;
 - d) The PA shall surrender any Inmate to proper State officials within 30 calendar days after demand made to the PA and upon presentation of official written authority to receive inmate(s). The State shall accept custody of Inmate(s) at Honolulu International Airport, or any other mutually agreed upon location. The State shall pay for all transportation costs associated with any request pursuant to this section by the State for the return of any Inmate;
 - e) In the event that the PA requests that an Inmate be returned to the State, the PA shall then be responsible for the cost of transportation for the return of those Inmates to the State;
 - f) In the event that an Inmate needs to return to the State for a medical condition or conditions caused by negligence or willful action on the part of the PA or any of its agents or employees, the PA shall then be responsible for the cost of transportation for the return of those Inmates to the State; and
 - g) All Inmates confined pursuant to the terms of this contract shall be released within the State. The PA shall not release any Inmate from custody. If an Inmate's sentence is expired, the State shall make arrangements to transport the Inmate(s) from FCC, RRCC and/or SCF to the Honolulu International Airport and the State shall pay all transportation costs associated with the return.
 - h) PA shall, in a satisfactory and proper manner and at a time mutually agreed upon by both parties, be responsible for the cost of transporting Inmates from the Diamondback Correctional Facility and the Tallahatchie County Correctional Facility to the FCC, RRCC or SCF. Included in this transport will be all and any documents, duplicate institutional and medical records, and any personal property as allowed by the PA. Security or transport guards and suitable handcuffs, leg and waist restraints for transporting inmates shall be provided by the PA for the purposes of any transport
5. The PA shall, in a satisfactory and proper manner as determined by the PSD, and in accordance with the terms and conditions of this Contract, provide and perform the following inmate services unless waived by the PSD in specific individual cases:
- a) **Clothing and Supplies.** The PA shall provide Inmates a minimum of two (2) sets of clothing items, including underwear. The PA shall also provide Inmates with personal hygiene items (soap, toothbrush, toothpaste and deodorant) and towels, bed linen, and blankets, which adequately meet Inmate's needs. This includes but is not limited to warmer clothing for colder weather and lighter clothes for warmer weather. Special clothing for food service, maintenance, landscape workers, and any other special work shall be provided (work boots and gloves). Inmates shall be

limited to wearing khaki-colored facility-issued clothing including clothing items approved and sold in commissary.

- b) **Laundry Services.** The PA shall ensure that Inmates are issued clean clothing, towels, bed linen and the regular exchange of such items for clean, laundered replacements in compliance with ACA Standards. Services shall be provided weekly according to a posted schedule for both clothing and bed linens.
- c) **Inmate Property.** The PA may specify personal property items Inmates may possess in accordance to CCA Policy to better utilize the limited space in living quarters and to more effectively facilitate security searches and eliminate contraband issues. All Inmates shall sign the property disclaimer form stating that all their personal property is accounted for and they understand the property procedures. The PA shall make every effort to standardize its list of allowable property for State male inmates at FCC, RRCC and SCF.

Inmate property lost or damaged when in the control of the PA shall be the sole responsibility of the PA.

- d) **Food Service.** Food service shall be in accordance with the most current United States Department of Agriculture, Dietary Guidelines, based upon the average age and weight of the Inmate population or as otherwise agreed upon by the parties. A Registered Dietitian or Nutritionist shall approve all menus, and meals shall be prepared in compliance with the approved menus. The menu shall include fresh or canned fruit once a week and shall provide rice as a daily food staple. For purposes of this paragraph, "canned fruit" shall mean unsweetened canned fruit or fruit canned in its own juices. The PA shall provide special meals to meet medical or religious requirements. Medical diets shall meet the current American Dietetic Association's nutritional requirements as prescribed by a medical physician and shall be maintained and tracked for compliance pursuant to CCA Policy. Religious diets shall meet the nutritional requirements and served as directed by the facility Chaplain pursuant to CCA Policy.

Three (3) special dinner menus shall be provided for the following special Hawaii holidays: Prince Kuhio Day (March), King Kamehameha Day (June) and any other special event as agreed upon by the PA and the State by providing a special meal at no additional cost to the State.

The Contractor shall abide by applicable laws, rules and recognized health standards relating to the sanitation of food preparation, storage and serving areas.

- e) **Inmate Commissary.** A commissary shall be available to Inmates for purchase of non-essential items not furnished by the facilities under this Contract, such as soft drinks, candy and personal items. Items sold in the commissary shall not be sold as a substitute for the facility's obligation to furnish supplies and materials that are essential to Inmates. The proceeds from the commissary services shall benefit persons housed at the facilities under this Contract (equipment, services and programs); revenues may be used to pay all operating expenses of the commissary including but not limited to inventory purchase and commissary worker salaries and

benefits. The PA may deny an Inmate access to the commissary or to any item sold in the commissary for disciplinary or medical reasons.

- f) **Recreation.** The PA shall provide facilities, equipment and supplies for indoor and outdoor recreational and leisure time activities in accordance with CCA Policy and ACA Standards.
- g) **Library Services.** A comprehensive library with materials selected to meet the educational, informational and recreational needs of inmates and staff shall be provided. The State shall provide a daily Hawaii-based newspaper to be placed in the SCF, RRCC, and FCC Library. The PA shall establish and maintain its recreational library in accordance with ACA Standards.
- h) **Video Visitation Conferencing.** The PA shall provide physical space, equipment and supervision at its sole cost to permit video conferencing by the use of video teleconference equipment that is compatible with the equipment that is currently being used by the State. Each party is responsible for the cost of their video conferencing equipment at their respective locations provided however, neither party shall be responsible for purchasing additional or different video conferencing equipment due to a change of equipment by the other party unless such change is mutually agreed to in writing by both parties. Inmates shall use such equipment for regular visits with family members, which shall be scheduled and approved by the PSD's Mainland & FDC Branch. Video visit schedules shall be, at a minimum, in four (4) hour blocks at a mutually agreed upon time on Saturdays.
- i) **Visits.** The PA shall ensure space is available for all eligible inmates to have access to visitation. Restrictions may be placed on the number of visitors allowed each inmate in accordance to CCA Policy and ACA Standards.

Special visits shall be allowed but require prior approval from the Warden or the Warden's designee. Special visits include pastoral, legal and those traveling 300 miles or more. Non-contact visits shall be conducted when meeting the Facility's established security criteria.

- j) **Grievance Procedures.** Inmates shall be provided access to an impartial and non-discriminatory grievance procedure in accordance with CCA Policy, ACA Standards, and federal guidelines established under 42 U.S.C. Section 1997. The grievance process shall include:
 - i) An encouragement that the Inmate seek informal resolution of the grievance or complaint before using the formal procedure;
 - ii) Ready access to forms necessary for filing grievances;
 - iii) Consideration of the grievance by an impartial party;
 - iv) Means to ensure that grievances are kept confidential;
 - v) Avenues for appeal of decisions; and

- vi) Time limits for filing a formal grievance, responding to a grievance and appealing a decision.

The PA shall resolve grievances pertaining to the operation of the facility. Grievances pertaining to the placement of Inmates at the facilities under this Contract shall be resolved by the State.

Grievance records are considered confidential and will not be available to employees or inmates, except for clerical processing of records by the PA or at the State's request to inspect all records and documents pertaining to grievances as part of the operation review process or in the event of an investigation. Employees participating in the disposition of a grievance shall have access to records essential to the resolution of the grievance.

- k. **Access to Courts.** The PA shall make all legal material provided by the State accessible to the inmate population, including the Hawaii Revised Statutes, Hawaii Reports and other legal materials. All access shall be consistent with the requirements of the U.S. Constitution and the Hawaii Constitution. The State shall provide the first set of materials and all supplements and updates of the Hawaii specific legal reference materials in CD-ROM or other format acceptable by the facilities. If the initial set of materials is lost or destroyed, the PA shall provide the replacement provided however, nothing herein prevents the PA from charging an Inmate's account for items intentionally destroyed by the Inmate.

At a minimum, the law library collection shall consist of the following:

- i) Hawaii Revised Statutes (including supplements, Session Laws, Pocket parts)
- ii) Hawaii Reports, Hawaii Appellate Reports
- iii) U.S. Code Annotated (or equivalent, including supplements, Pocket parts)
- iv) Shepard's Hawaii Citations (1 hardbound volume updated with supplements, pocket parts)
- v) Hawaii Court Rules – State
- vi) Hawaii Court Rules – Federal
- vii) Hawaii Digest
- viii) Black Law's Dictionary
- ix) Federal Civil Procedures & Rules
- x) Supreme Court Reports

Inmates requiring copies of earlier Session Laws or State case law from earlier volumes of Hawaii Reports, Hawaii Appellate Reports may contact the PSD Mainland & FDC Branch.

The law library shall be open in accordance with ACA Standards. Inmates shall have a minimum of 3-hour access per week with the possibility of 3 additional hours per inmate depending on scheduling and availability.

Inmate legal aides shall be available to offer legal assistance in addition to the regular library services provided.

The PA shall establish policies regarding mutual assistance between inmates. Any mutual assistance requires prior approval from the Warden/Designee as no Inmate shall be placed in a position of authority over another Inmate.

Duplicate copies of pleadings and legal documents to be filed in court are the financial responsibility of the Inmate. The PA shall provide all indigent Inmates, upon request access to paper and other supplies and services to contact legal counsel or representatives, courts, and other persons concerning legal matters in accordance to CCA Policy. Under this Contract, an Inmate is considered to be indigent if there is \$3.00 or less in his trust account within a 30-day period.

- i) **Parole Hearings.** On-site facilities shall be made available for any parole hearing conducted by the Hawaii Paroling Authority to which an inmate may be a participant. At the request and sole expense to the State of Hawaii, the PA shall provide telephonic access for such hearings before the Hawaii Paroling Authority.
 - ii) **Court Hearings and Appearances.** On-site facilities shall be made for any hearing ordered and conducted by the state or federal courts in which an Inmate may be made available by telephone. A private room, a writing table, a chair for each participant and teleconferencing equipment shall be made available. At the request and sole expense to the State, the PA shall provide telephonic access for such hearings before the courts.
- l. Security and Control.** All security/control and operating plans shall be in accordance with CCA Policies and ACA Standards. The PA shall supply the PSD's Mainland & FDC Branch with copies of its staffing pattern and the identification of all mandatory posts. The PA may adjust the staffing pattern as needed to commensurate with the population and shall provide appropriate staff to fulfill all programming and service requirements of this contract. The PA shall supply the PSD's Mainland & FDC Branch with copies of any staffing pattern changes. The PA shall ensure that the Facility is adequately staffed at all times and shall be subject to liquidated damages in accordance with Section 28(b) for failure to fill any mandatory post as designated on the daily shift roster.
- At a minimum the Warden and Chief of Security shall make daily rounds throughout the respective facility under this Contract. In the event that they are not available, either the Assistant Warden or the Administrative Duty Officer shall make daily rounds.
- The facilities shall follow its procedures and management agreements with the local county and law enforcement agency in responding to emergency evacuations, riots/disturbances, escapes, criminal activities by Inmates and/or staff, and Inmate deaths. The PA shall be responsible for any costs charged by the county and law enforcement agency responding to any incident or emergency.
- The PA and its facilities shall make diligent efforts to prosecute Inmates who are alleged to commit crimes while in the respective facility.
- m. Use of Force.** The PA shall follow CCA Policy, which governs the use of force against Inmates. This policy shall comply with federal and state laws and ACA Standards.

- i) Facility staff training shall be provided in accordance with this policy;
 - ii) Reasonable force may be used as required and as authorized under this policy; and
 - iii) In the event there is a use of force involving an inmate, the respective facility shall notify the PSD's Mainland & FDC Branch by telephone and facsimile and a complete written investigative report shall be mailed to the PSD's Mainland & FDC Branch. The timing of such notifications and reports shall be governed by the priority level of the incident, as defined by CCA Policy 5-1.
- n. **Discipline.** Inmates shall be subject to the rules and regulations of the Facility in accordance with CCA Policy, federal and state laws, and ACA Standards to ensure that due process rights are afforded to the Inmate and that the penalty imposed is fair, impartially given and appropriate for the offense, provided:
- i) The disciplinary action is reasonable and proportionate in relation to the violation;
 - ii) The action taken is impartial and non-discriminatory;
 - iii) The action is neither arbitrary nor retaliatory;
 - iv) The discipline is not physically abusive; and
 - v) Disciplinary segregation shall not exceed 60 days for any one incident without the prior approval of the PSD's Mainland & FDC Branch Administrator. The PSD's Mainland & FDC Branch Administrator shall review such disciplinary sanction every 30 days once it has been imposed.
- All misconduct or disciplinary hearing reports shall provide accurate, detailed information on the actions against the Inmate including its final disposition and mailed to the PSD's Mainland & FDC Branch at the end of each month. Copies of appeals shall also be mailed to the PSD's Mainland & FDC Branch at the end of the month.
- o. **Urinalysis Program.** All Inmates shall be required to participate in routine and random urinalysis at the minimum of 10% of the State's total population at each facility under this Contract. The facility's urinalysis program with the exception of the minimum testing requirement, shall be in accordance with CCA Policy and consistent with the laws of the State. All positive results for unauthorized drugs shall be reported as soon as reasonably practicable but in no event later than 24 hours after test results are received by the PA and reported to the PSD's Mainland & FDC Branch. The PA shall be responsible for the cost of urinalysis.
- p. **Transfer and Use of Inmate Funds.** Personal funds of the Inmates shall be credited to the Inmate Trust Accounts (Spendable/Restricted) by the PA in accordance with all applicable federal, state and county laws, ordinances, rules and regulations including, but not limited to, Sections 353-20, 353-21, 353-22, 353-22.6, and 353-22.8, Hawaii Revised Statutes and PSD COR.02.12. (Inmate Trust

Accounts, effective 7/28/99). Access to restricted accounts requires the approval of the PSD's Mainland & FDC Branch.

Inmates are not allowed to maintain an interest-bearing account out-of-state. The PSD has an agreement with a financial institution to open and maintain interest-bearing savings accounts for Inmates through the Halawa Correctional Facility's Business Office. Accounts are opened in the name of the PSD as trustee for an individual inmate's savings fund and controlled by the PSD.

Upon return of the Inmate or death of the Inmate, the respective facility shall provide the funds in the amount then due to the Inmate at the time of return. In the event that an Inmate is released to the custody of an authorized representative of the State, the facility shall provide the information necessary for the State to make a determination regarding the distribution of the Inmate's funds.

- q. **Restitution Payments.** Section 353-22.6, Hawaii Revised Statutes, requires the PSD to enforce victim restitution orders through a ten percent (10%) deduction from Inmate wages. In conjunction with the State's Crime Victim Compensation Commission (CVCC), the PSD has agreed to deduct restitution amounts from Inmate's wages and forward these funds to the CVCC. Each facility shall cooperate with PSD's Mainland & FDC Branch in collecting victim restitution orders.
- r. **Telephone Costs and Services.** The PA shall provide the State with a schedule of phone rate charges prior to any extension of this Contract. Increases in price, based on increased actual cost, are subject to the State's approval, said approval not to be unreasonably withheld. All inmate telephone calls with the exception of phone calls with attorneys regarding legal matters are subject to electronic monitoring by the PA's facilities and the State.
- s. **DNA Testing Program.** Bucal swabs shall be taken from all Inmates identified by PSD pursuant to Act 112, Session Laws of Hawaii, 2005. If an Inmate refuses to participate, the PA shall submit the names of those Inmates to PSD's Mainland & FDC Branch Administrator. The State shall provide all testing kits and training to the Facility staff at the sole cost of the State.

PROGRAM & SERVICE ACTIVITIES

- 6. The PA shall provide Inmates with care, education, training, programming, employment and treatment as provided for in this Contract, including, but not limited to, furnishing Inmates with subsistence and all necessary routine medical care; providing for Inmates' physical needs; providing programs, training and treatment consistent with individual needs, and classification and programming recommendations as identified by the State and contained in Inmate information required pursuant to this Contract; retaining Inmates in safe, supervised custody; maintaining proper discipline and control; ensuring the execution of sentences and orders issued by the committing court in the State; and providing Inmates with access to the courts as provided in Section 5(k).

The State acknowledges that it is responsible for ensuring the validity of the conviction or sentence imposed by a State court upon an Inmate housed by PA pursuant to this Contract. The State acknowledges that PA, and its agents, officers

and employees, played no role in any conviction or sentence imposed by a State court upon any Inmate housed by PA pursuant to this Contract.

7. While in the custody of the PA, Inmates shall be subject to all provisions of laws and regulations applicable to persons who commit violations of the laws of the State of Arizona, City of Eloy and the State which are not inconsistent with any constitutional provisions or sentences imposed, except as specifically provided herein to the contrary.

In accordance with State of Arizona statutes, the facilities shall report all suspected felonies to the appropriate law enforcement agency for investigation. In addition, the facilities shall also report any crime committed by an employee in the course and scope of that employee's work, any crime committed on the grounds of the respective facility, and any sex offense, drug offense, or violent offense by an employee wherever committed to an appropriate law enforcement agency, provided that the facility has evidence-based, reasonable suspicion of the crime or offense.

8. All Inmates shall be confined and treated in a facility which:
 - a. Provides a level of program activity for the Inmate that is suitable to allow every Inmate in general population who meet the relevant criteria to participate in meaningful educational, vocational training, drug and other treatment and counseling programs; and
 - b. Does so in a manner that meets and does not violate any rights provided under the laws and Constitution of the United States or of the States of Hawaii and Arizona.

All admitting and booking of each Inmate shall be the responsibility of the receiving facility.

9. The PA's facilities shall submit an Admission's Summary to the PSD's Mainland & FDC Branch within 30 days after the transfer of an inmate to the PA. The Summary shall outline the Inmate's custody level; housing assignment; work assignment; and medical, mental health, education, vocational, and treatment findings, and indicate the institutional programs in which the Inmate is recommended to participate.
10. The PA shall provide sufficient, meaningful program opportunities to eligible Inmates that include the following at each facility:
 - a. FCC:
 - i) Education Services. Services include Basic Literacy Skills, Adult Basic Education and General Education Development leading to a general education diploma. The State may involve its Inmates in the Youthful Offender education program funded by federal grants at no cost to the Provider; and
 - ii) Lifeskills/Anger Stress Management.
 - b. RRCC:

- i) Education Services. Services include Basic Literacy Skills, Adult Basic Education and General Education Development leading to a general education diploma. The State may involve its Inmates in the Youthful Offender education program funded by federal grants at no cost to the Provider; and
 - ii) Substance Abuse Education and Counseling Program (Level 2).
A cognitive behavioral treatment component lasting approximately 80 hours, meeting twice per week, over a twenty week period designed to include education in addiction and address relapse prevention, lifeskills, cognitive skills development, and recovery skills. and
 - iii) Lifeskills/Anger Stress Management.
- c. SCF:
- i) Education Services. Services include Basic Literacy Skills, Adult Basic Education and General Education Development leading to a general education diploma. The State may involve its Inmates in the Youthful Offender education program funded by federal grants at no cost to the Provider;
 - ii) Vocational Training Programs. Programs shall be provided to the SCF Inmates with the opportunity to participate in job readiness and vocational training programs designed to enhance employment opportunities after release from incarceration. These programs may include but are not limited to computers, carpentry or horticulture if available at the facility.
 - iii) Hawaiian Cultural Programs. The State may provide curriculums and a direct video feed for cultural programming and activities at no cost to the PA;
 - iv) Faith-based Unit; and
 - v) Special Housing Incentive Program (SHIP). A program designed to give Inmates the opportunity to readjust to the general population by providing a gradual, but controlled increase in privileges and responsibilities in 3 steps in accordance to CCA Policy. Placement criteria for the SHIP is based on one or more of the following: Current conviction of major misconduct; Disciplinary Segregation release; Administrative Segregation release; Security Threat Group (STG) Involvement; or any other reason deemed as a security threat to the good government of the facility.

The State shall provide the PA with educational and/or vocational testing results that may be available for any Inmate. The PA may conduct further tests or assessments on any Inmate at its own expense.

11. SCF Treatment Program. If required by the Inmate's assessment, or within 30 days after receiving a request from a qualified Inmate, the PA shall place the qualified Inmate on the appropriate register for assignment in the applicable substance abuse treatment program on a space available basis. PA shall ensure that qualified inmates are admitted to the program in a timely manner to allow completion of the program prior to their parole

date. The PA shall make space available in the Level III residential substance abuse program based upon the percentage of the total population at the Facility represented by the State inmates. . The appropriate level of substance abuse treatment shall be based upon the results of the substance abuse assessment, the initial LSI-R and the Adult Substance Abuse Survey (ASAS). The State shall provide the SCF with the results of the substance abuse assessments. All counselors working in the substance abuse area shall be certified or licensed as substance abuse counselors by the state Certification or Licensure Board.

SCF shall reserve the right to deny any Inmate participation in a treatment program on the basis of the inmate's general conduct in its facility, level of participation in prerequisite programs, or level of interest in such programs. SCF may terminate an Inmate from the treatment program for good cause which, shall be reported to the PSD's Mainland & FDC Branch. The Level III substance abuse treatment program shall include:

- i) **Assessment Services.** Assessments shall be consistent with all requirements of the PSD's substance abuse policy, PSD COR.14.26 (Offender Assessment Protocols, dated 4/1/04), Exhibit A, Appendix A;
- ii) **Substance Abuse Education and Counseling Program (Level II).** A cognitive behavioral treatment component lasting approximately 80 hours, meeting twice per week, over a twenty week period designed to include education in addiction and address relapse prevention, lifeskills, cognitive skills development, and recovery skills.

Level II services shall be consistent with all requirements of the PSD's Substance Abuse Program Level II criteria; Exhibit A, Appendix B;

- iii) **Residential Drug Abuse Program (Level III).** A 9-12 month, Level III, comprehensive, intensive separate unit-based therapeutic community program developed by the Federal Bureau of Prisons and recipient of the ACA award for cognitive-behavioral models of intervention. The PA shall comply with all requirements of the PSD's Level III Substance Abuse Program as contained in Exhibit A, Appendices C and D.

Level III services shall be consistent with all the requirements of the PSD's Substance Abuse Program Level III criteria; Exhibit A, Appendices C and D.

The ratio of direct service treatment staff to participants shall not exceed a 1:30 ratio.

- 12. Religious Programs, Chaplaincy Services and Religious diets shall be in accordance with CCA Policy and ACA Standards. The weekly religious and chaplaincy services provided by the Chaplain and religious volunteers shall be provided seven (7) days a week, once daily. The weekly religious programs/services shall be available to all Inmates assigned to the facilities under this Contract and all scheduled religious activities shall be posted in common areas. Religious diets shall meet the nutritional requirements and served as directed by the facility Chaplain.
- 13. Custody Reclassification. Classification on inmates shall not be reduced or increased unless mutually agreed to by the State and the facility staff, and consistent with the

policies and procedures of both parties (CCA Policy 18-1/Form18-1B, revised 2/24/04 and PSD CORR.18.01/No. 2000-1061, revised 2/12/00). Each Inmate shall be considered for reclassification annually by the facility Classification Officer.

14. The PA's facilities shall provide sufficient workline opportunities to allow every Inmate in general population who meets the relevant criteria to participate in vocational, industrial and other work programs in accordance with CCA Policy and ACA Standards. Inmates may be required to work, when ordered to do so by the Facility. However nothing contained herein shall be construed to permit or require Inmates to participate in any training, education, industrial, or other program contrary to the laws of the State:
 - a. Inmates shall not be eligible for furloughs or participation in any community work release program. Landscaping Worklines outside of the perimeter fences shall need prior approval by the PSD's Mainland & FDC Branch Administrator;
 - b. At any given time, at least two-thirds of the Inmates who meet the relevant criteria to participate in vocational, industrial or other work programs in accordance with ACA Standards shall hold full-time jobs. A full-time job is defined as a job requiring at least six (6) hours of work per day for five (5) days per week. (The 6 hours per day may be spent in the actual full-time job or in other vocational, education or in industrial training sessions.);
 - c. Inmate labor may be used for facility operations and maintenance. However, the PA or any of its subcontractors or agents shall not personally benefit from the labor of any Inmate, and no Inmate shall be placed in a position of authority over another Inmate;
 - d. Inmates assigned to jobs shall receive pay equal to the pay amount at which the PA compensates Inmates under CCA Policy. The State shall reimburse the PA for Inmate pay, which amount shall be included as a separate item on the monthly invoice. The State reserves the right to limit the number of hours worked for any future month. Inmates shall not be entitled to any worker's compensation benefits under Chapter 386, Hawaii Revised Statutes, nor shall its Inmates be considered to be an employee of the State or the PA;
 - e. In the case of hobby craft/art activities programs, inmates shall have the right to dispose of the products of their labor and to retain a portion of the proceeds on any sale of their work in accordance with the laws and rules of the State of Arizona, and the PA.
 - f. Except as provided in Item (e) above, the facilities shall have the right to dispose of all products produced by the Inmates and may retain all proceeds therefrom, and shall bear all costs of the program; and
 - g. Goods and services produced as a result of an Inmate's participation in a correctional industries program shall be disposed of by the PA in accordance with federal laws and the laws of the State of Arizona, and the State. Inmates who participate in correctional industries programs shall be subject to wage deductions specified in sections 354D-12 and 354D-13 of the Hawaii Revised Statutes.

Upon mutual, written agreement by the parties, the PA may choose to provide space and support for a Correctional Industries program at SCF. Provided however, nothing contained herein shall obligate the PA to institute nor the State to allow such a program. The introduction of Correctional Industries program is dependent upon the development of a written agreement regarding the reimbursement by the State for physical plant, operating, licensing and all other related costs and the ability to locate and engage a suitable vendor for such program.

15. The PA shall provide medical, mental health, dental services, and the Provider staffing for such services in accordance with the laws of the State, the laws of the State of Arizona the American Correctional Association Standards for Adult Correctional Institutions, Fourth Edition, and its Supplements; and the National Commission on Correctional Health Care Standards-Prison Edition, 2003, and its updates and supplements. In the event of any conflict between standards, codes or laws, the more restrictive shall apply.

The PA shall provide routine medical services to Inmates at no additional cost to the State (unless otherwise provided), and additional health care provided at either the State's or the Inmate's expense, including the following:

The PA shall employ licensed health care staff including physicians, nurse practitioners, registered nurses and physician assistants, overseen by a Health Services Administrator and in conjunction with the appropriate medical Provider, shall have final responsibility for clinical decisions. The PA shall provide the staffing levels and hours of service that are pursuant to the NCCHC Standards as they may be amended. This includes a minimum of one (1) registered nurse which may include the Health Services Administrator or nurse shift supervisor or nurse manager on-site per shift of clinic operation. (For the purpose of meeting this requirement, a registered nurse may be available for consults via telephone.)

16. Routine medical services shall include:
- a. Primary care services including sick call exams and daily urgent care for the general and lockdown populations. Clinical delivery of care shall be timely and appropriate to the acuity of the patient, and at a level comparable to the community standard for medical care in accordance with NCCHC Standards;
 - b. Nursing services shall be provided by registered and licensed nurses who are trained in correctional health care. Services shall include nurse rounds/sick calls, nurse clinics, pill call, emergency response, and oversight of medical observation and lockdown areas;
 - c. A secured sick call management system allowing for daily requests, triaged by a health care professional that occurs within twenty-four (24) hours of notification of the request. Any necessary health care follow-up shall be timely and appropriate to the acuity of the patient and occur within seventy-two hours (72) of receipt of the request;
 - d. Chronic care management system is where all patients with a chronic disease such as diabetes, hypertension, asthma or chronic mental health conditions are enrolled

into a chronic care treatment program on intake or when diagnosed. These patients will be followed up by a health care professionals recommended by the attending physician based on the severity of the inmate's condition and the treatment plan. Provided however, in no event shall such follow-ups be less than once every six months. The chronic care program treatment schedule will include disease-appropriate screening/testing, diagnostics, examinations and inmate education;

- e. Medical and specialty care, such as podiatrists, physical therapists, and dermatologists shall be provided utilizing community specialists. Whenever possible, specialist's services shall be provided on-site;
- f. The appropriate number of observation beds/cells for Inmates who require more intense monitoring or treatment, but who are not in need of acute hospitalization, shall be provided. However, this provision shall not be interpreted to require facility modifications or additions;
- g. Routine diagnostic procedures, when deemed medically necessary by the attending physician including, but not limited to, multistix urinalysis, phlebotomy, hemocult tests, glucose tests such as Accuchecks, electrocardiograms, visual acuity screening tests, annual cholesterol screening beginning at age 35, annual diabetes screening beginning at age 45 and annual fecal occult blood screening at age 50 years, and any other diagnostic screening tests commonly used in identifying or preventing illnesses. Results shall be documented in the inmate's medical record;
- h. Radiology services, fixed and/or mobile;
- i. Annual physical examinations for each Inmate over 40 years old, which will include a prostate examination and glaucoma test;
- j. Physical examination at least once every 3 years for each Inmate less than 40 years old;
- k. Physical medicine, physical therapy services, speech therapy, and occupational therapy shall be provided as necessary;
- l. Infection control program shall be provided to aggressively monitor such things as MRSA (Methicillin-resistant Staphylococcus Aureus) and TB (Tuberculosis). Monitoring shall be initially conducted at intake, during annual physicals and as indicated during sick calls;
- m. Immunizations: Hepatitis B, Tetanus/Diphtheria/Pertussis as needed at least every 10 years, and Hepatitis A, influenza, and Pneumo-Vax vaccines per PSD guidelines, the cost of such immunizations will be reimbursed by the State;
- n. Hepatitis C treatment consistent with the State's Treatment Guidelines, except that the cost of Hepatitis C related medication shall be reimbursed by the State;
- o. Prescription and over the counter medications taken chronically such as preventive aspirin and pain medication shall be provided as necessary at no cost to the Inmate,

except the cost of AIDS/HIV related medication, which shall be reimbursed by the State;

- p. The Inmate shall be responsible for the cost of any medically necessary medical prostheses provided by the PA, in accordance with the State's policies and procedures.
- q. Mortality and peer reviews shall be performed both at the facility and the PA's corporate office. The State shall receive verification of the reviews and a copy of the autopsy reports; and
- r. Durable medical equipment and supplies shall be provided as necessary.
- s. Optometric care shall include annual eye examinations for Inmates with chronic diseases such as diabetes that may affect vision, and at least once every 2 years for Inmates with prescriptions greater than 20/50 in one or both eyes. If an Inmate with visual acuity 20/50 or worse does not have sufficient funds to pay for corrective eyeglasses, the PA shall provide the eyeglasses at the State's expense provided that the State approves of the purchase and the Inmate agrees in writing to reimburse the State for the cost. In such cases, the eyeglasses shall be limited to a small number of basic generic styles.
- t. Dental Services shall include:
 - i) Emergency dental treatment;
 - ii) All medically necessary extractions including soft tissue and partial bony impaction;
 - iii) Maxillary and mandibular removable partial dentures when necessary for proper masticulation (Inmate to pay for the appliance);
 - iv) X-rays;
 - v) Oral surgery specialty outpatient care, including but not limited to extractions, biopsies, treatment of fractured jaws, and other surgical procedures; and
 - vi) Orthodontic treatment, periodontal surgery, tissue or bone grafts and dental implants shall be considered an elective and shall not be required care of the PA unless paid for by Inmate.
- u. Mental Health (MH) care shall be provided by mental health professionals. who will provide 40 hours of service per week and a Psychiatrist who will provide at least 4 hours weekly. There will be sufficient mental health professional coverage to meet the requirements of the following criteria:
 - i) Mental health screening and evaluation for major mental conditions or illnesses upon intake;
 - ii) Management of psychotropic medication;

- iii) Pre-segregation, periodic segregation, and on-going evaluations as clinically indicated;
 - iv) Suicide prevention and monitoring; and
 - v) Routine-scheduled mental health team meetings for the purpose of treatment plans for seriously mentally ill.
- v. Hormone therapy shall be provided at the inmates' expense and only to Inmates authorized by the State.
17. The PA shall exercise conservative care before recommending outside treatment or hospitalization. Except in bona fide emergencies, the PA shall obtain prior written approval from the PSD's Health Care Division before an Inmate is scheduled for hospitalization or other treatment outside of the facility. The PA shall inform the PSD's Health Care Division the nature of the illness or condition, a recommended course of treatment, and the estimated cost of the treatment. The State may authorize the treatment as recommended, or return the Inmate to the State, at its own expense, for the treatment. In the absence of a bona fide emergency, the State shall not be responsible for the costs of outside treatment undertaken without the State's prior written approval. An Inmate's stay in a hospital shall not exceed the usual and customary length of stay for the condition, unless there are documented complications requiring continued treatment in a hospital setting.
18. Emergency Care is defined as a situation in which there is a sudden and unforeseen onset of a condition or symptom that is potentially threatening to life, limb or important bodily function, such as eyesight. To qualify as a medical emergency, care must begin immediately after the onset of the condition or symptom.
- The PA may make appropriate arrangements for emergency care prior to obtaining approval from the PSD's Health Care Division. The PA shall provide notification to the State of the emergency on the day the emergency occurs. Where possible, the PA shall arrange for emergency care at a state or county operated medical facility, or at a medical facility known within the community to charge reasonable rates.
- The facilities shall provide transportation services to The Carondalet Health Services Network in Tuscon, Arizona or other local medical/dental/mental providers as designated by the State. Rapid transport is available to a full service trauma center in Tuscon, Arizona or other appropriate center based on the appropriateness of the emergency medical situations at cost to the State, provided that the emergency was not caused by or was the fault of the PA.
19. The PA shall not be responsible for the cost of medication or regimens specifically aimed at the treatment of conditions associated with Acquired Immune Deficiency Syndrome (AIDS) and Hepatitis C. The PA shall follow the State's protocols for the treatment of Hepatitis C and the State shall be responsible to reimburse the PA for such costs for the PA following the State's Hepatitis C protocol. Otherwise, the PA shall provide routine medical care for any Inmates who have AIDS or are HIV positive or have Hepatitis C.

20. The State will not approve payment for elective care, cosmetic treatment, or procedures primarily for the convenience of the Inmate, experimental procedures, and any procedures not normally covered by standard health insurance plans.
21. The PA may assess reasonable fees (Inmate Co-Payments) upon Inmates who request non-emergency medical, dental, optometric, or who intentionally inflict injury-upon themselves, if:
 - a. Such fees are governed and will be consistent with the State's written co-payment policies and procedures;
 - b. The policies and procedures include an appeal process to allow an Inmate to appeal the assessment;
 - c. The policies and procedures establishes a fee schedule under the following conditions:
 - i) Fees are assessed from the Inmate's individual trust account; and
 - ii) Fees shall not be assessed if the individual trust fund balance is less than \$10, provided that the PA may implement a procedure to recover fees in the future.
 - d. The PA shall submit an annual report to the State summarizing the total amount of monies deducted from Inmate accounts. The report shall also include an estimate of the savings to the PA through the related reduction in non-emergency services or treatment, or intentional injuries; and
 - e. The PA may retain any monies collected under this section.

MANAGEMENT REQUIREMENTS

22. **Geographic Coverage of Service.** Multi-custody level correctional facilities for the confinement, care and custody of State of Hawaii male inmates shall be provided at the PA's facilities in Arizona (FCC, RRCC and SCF). The facilities shall not exceed their rated capacities in a manner which impacts the housing units occupied by the State's inmates without the State's prior approval.

The SCF shall be program-intensive, providing comprehensive programs that emphasize counseling, substance abuse treatment, education and vocational opportunities to prepare Inmates for a successful re-entry into society. This facility shall support academic development through Adult Basic Education (ABE) programs and GED testing. Inmates shall participate in a wide range of religious and recreational activities and programs sponsored by Facility staff and local volunteers.

The RRCC shall provide basic education to include Adult Basic Education (ABE) programs and GED testing, Level 2 Substance Abuse treatment and Lifeskills.

Protective Custody shall be provided to Inmates who have validated separatee issues with other Inmates in accordance to ACA Standard (#4-4273). The facility shall allow Inmates to shower daily, weekly telephone calls and provide a daily schedule of activities for the PSD's Mainland & FDC Branch Administrator to review and approve.

23. The facilities shall meet and comply with all relevant codes and standards for housing male inmates:
- a. Each facility shall comply with all mandatory provisions and 90% of the non-mandatory provisions enumerated in the Physical Plant Standards of the American Correctional Association Standards for Adult Correctional Institutions-Fourth Edition, and its Supplements, that were in effect at the time of construction of the Facility;
 - b. The PA shall take all necessary steps to have the facilities under this Contract continually accredited by the ACA. RRCC and SCF shall be accredited within eighteen months (18) of facility activation. For purposes of this requirement, the facility shall be considered activated upon the acceptance of the first State inmate at that facility;
 - c. The PA shall operate the facilities in accordance with all mandatory provisions and 90% of the non-mandatory provisions of the American Correctional Association Standards for Adult Correctional Institutions. Fourth Edition, and its Supplements;
 - d. The PA shall comply with all essential standards and 85% of the applicable important standards of the National Commission on Correctional Health Care Standards, Prison Edition, 2003;
 - e. The PA shall operate and maintain the facilities so as to comply with the Life Safety Code, and all applicable fire codes, health codes, and building and occupancy codes of the State of Arizona;
 - f. In the event of any conflict between any code, standard, law or rule, the more restrictive shall apply; and
 - g. If the PA fails to comply with any of the provisions of this Section, it shall provide to the State for its approval a plan of corrective action within 30 days.
24. **Personnel.** The PA shall:
- a. Provide 24-hour care and supervision to incarcerated individuals, as well as administrative and support service personnel for the overall operation of the Facility in compliance with ACA standards. Staffing plans must provide for all aspects of the management and operation of the facility, including administering all inmate programs, providing transportation and security, and ensuring appropriate health care;
 - b. Perform criminal history checks, background checks and random drug testing of staff;
 - c. Provide correctional officers a minimum 160 hours of basic correctional training within 3 months of employment at the Facility and provide a minimum of 40 hours of annual supplemental correctional training. Provide support personnel who have daily contact with inmates, professional specialists and administrative and managerial

personnel pre-service orientation and on-the-job training in the first year of employment and 40 hours of annual in-service training;

- d. Provide staffing in compliance with Section 28(b);
- e. Employ a single on-site Warden to manage each facility under this Contract and its programs;
- f. Operate its facilities using the PA's Unit Management model. If at any time the PA intends to deviate from this management model, the State shall be given notice in writing;
- g. Provide case management staff and/or substance abuse counselors with LSI-R training and appropriate LSI/ASUS forms at SCF at no cost to the State;
- h. Provide qualified records personnel who shall prepare and maintain all necessary and pertinent files and records on Inmates, including name, State inmate number, birth date, the date and place from which the inmate was transferred to the PA classification and housing status, medical, mental health and dental records, adjustment, participation in activities and programs, discipline, and any other relevant information or significant events while in the custody of the Provider;
- i. Provide a facility Classification Officer at each facility to complete annual reclassification on each Inmate. Classification on inmates shall not be reduced or increased unless mutually agreed to by the State and the facility staff, and consistent with the policies and procedures of both parties (CCA Policy 18-1/Form18-1B, revised 2/24/04 and PSD CORR.18.01/No. 2000-1061, revised 2/12/00); and
- j. Provide the State with office space, telephone and computer access for the on-site monitor that the State may employ. Monitor's office shall be within the SCF administrative offices at no additional cost to the State.
- k. Provide the State with internet access at SCF and RRCC to allow access and review data stored in PSD's Offendertrak Management System relative to Inmates housed in the facilities covered under this Contract. Prior to access to PSD's Offendertrak, SCF and RRCC shall submit a list of staff names that PSD Mainland & FDC Branch shall review and approve for security password clearance. Identified and approved staff shall be required to attend Offendertrak training provided by PSD at no cost to the PA.

Offendertrak data shall not be downloaded to the PA's independent automated system.

25. **Quality Assurance and Evaluation Specifications.** The State shall have the right to inspect, at all reasonable times, the facility or institution of the PA in which Inmates are confined pursuant to this Contract in order to determine whether the terms of this Contract are being followed; whether all Inmates are treated equitably; whether the facility is appropriately constructed, equipped, and maintained; and whether the PA is maintaining standards as provided for in this Contract.

The State may have a full-time onsite monitor(s). Each facility covered under this Contract and inmate programs shall be subject to daily inspections for contract compliance.

The State may investigate, in person or by record review all incidents or reported conditions of confinement involving the Inmates.

The State shall have the right to inspect, at all reasonable times, all records of, or associated with, Inmates or any charges, billings, demands, and payments under this Contract, including, but not limited to any institutional, medical, dental, psychiatric, financial, educational, recreational, or transportation expense, timekeeping, or other operational records. All records shall be retained and made accessible for a minimum of three years after the expiration date of this Contract, or any subsequent amendment, continuation, or follow-up contract whichever is later. The PA shall not dispose of any records without the approval of the State. The State reserves the right to require appropriate audits to be conducted by an accounting firm or person chosen by the State, the cost to be paid by the State.

The State's access to records and information shall be limited to information specific to the facility and relevant to monitor compliance with this Contract or necessary to fulfill its own obligations hereunder. Access shall not extend to proprietary corporate information, documents protected by statute or regulation, or documents containing information about other facilities or customers. Neither shall the State's access extend to documents necessary for peer review, mortality and morbidity reports, and as otherwise set forth below. After an incident, any document prepared by counsel in anticipation of litigation will be protected in accordance with attorney-client privilege. Any other information regarding the facts of an incident, including but not limited to: incident reports, witness statements, video tapes, medical reports, internal investigation reports, pictures, telephone recordings, or physical evidence and/or subsequent remedial actions shall be released to the State. Opinions or other subjective assessments related to a non-factual conclusion shall not be released except by mutual agreement of the parties.

26. The PA may employ a Quality Assurance Manager under this Contract who shall be responsible for:
- a. Tracking all facility policies, procedures and contractual changes against the approved audit instruments, updating it as needed, as well as tracking all period quality assurance reports required by the PA;
 - b. Scheduling internal audits;
 - c. Serving as the local coordinator for all external audit activity;
 - d. Tracking all audit deviations, plans of action and other remedial actions related to audit outcomes;
 - e. Making recommendations to the Warden for policy and procedural changes that will increase the effectiveness and efficiency of the audit program; and

- f. Providing a Response and Corrective Action Plan to the State within 30 days of receiving any adverse actions as documented in the State's monitoring report.
- 27. The PSD's Mainland & FDC Branch shall review and approve any recommendations from the PA for Inmate transfers, classification custody level changes, determination of release dates, parole eligibility, and work line salaries.

The State's inspection team shall be provided with all requested documentation upon arrival provided such information is requested in writing two weeks in advance.

- 28. **Liquidated Damages.** Liquidated damages shall be assessed against the PA if the PA fails to comply with the terms of this Contract for the following reasons:
 - a. If one or more qualified Inmates are not placed into SCF's Level III substance abuse treatment program within 30 days of the qualified Inmate's request, because the PA violated Section 11, liquidated damages in the amount of \$17.00 per day per Inmate shall be assessed;
 - b. The PA shall staff the facilities covered under this Contract in accordance with its staffing pattern. In the event any mandatory post is unmanned, the State may assess liquidated damages for each shift the post is unmanned. Damages shall be based upon a daily pro-rated amount based upon the salary and fringe benefits of the employee normally assigned to the post; and
 - c. The PA shall have a ninety (90) day period from the facility activation of RRCC and SCF to implement operations in compliance with this Agreement. No liquidated damages shall apply during this initial implementation period. For purposes of this paragraph, the Facility shall be considered activated upon the acceptance of the first State inmate at that facility.

If liquidated damages are assessed, the PA may credit the amount or the State of Hawaii may withhold the amount from the PA's payment.

Notwithstanding the above, the PA shall not be relieved of liability to the State for any damages sustained by the State due to the PA's breach of the contract for reasons other than those described in this section.

- 29. **Defense.** The State shall defend itself in connection with civil actions filed in federal or state courts, or administrative grievance procedures and claims, challenging the authority of the State to transfer an Inmate to the custody of the PA, provided that the PA remains responsible for claims involving the selection of individual Inmates. For example, the State shall defend itself in a habeas corpus claim, which alleges that the State had no authority to transfer Inmates to a private correctional facility.

The PA shall defend itself and the State and State's agents, officers and employees, and bear all costs, attorneys fees and other litigation expenses incurred in connection with any and all claims, other than those specified above, brought against the PA and/or the State and/or their respective agents, officers or employees, by any Inmate in the physical custody of the PA so long as the allegations arise from the conduct of the PA,

and including any decisions of the PA relating to the selection process resulting in any Inmate being placed, assigned or transferred to the custody of PA.

In the event the State or its officials, and the PA or its officials are served with civil process in connection with any civil action, the applicable party shall promptly tender the case to the party bearing the burden of the defense.

The PA shall have authority to settle cases on a purely monetary basis. On a semi-annual basis, PA shall forward to the State a list of cases for which PA indemnified the State under this provision and the identification of the outcome.

30. Inmates legally confined to the PA's facilities under this Contract shall not be removed there from without an order from the State. This paragraph shall not apply to an emergency necessitating the immediate removal of an Inmate for medical, dental, or psychiatric treatment or to a removal made necessary by fire, flood, earthquake, or other emergency presenting danger to the safety of the staff, the public or the Inmate. In case of removal for an emergency, the PA shall, at the earliest practicable time, inform the PSD's Mainland & FDC Branch Administrator of the whereabouts of the removed Inmate and shall exercise all reasonable care for the safekeeping and custody of the Inmate.
31. The State shall not reimburse the PA for any cost enumerated in this Contract where such cost arises from or is caused by the negligence or fault of the PA.
32. **Reporting Requirements for Program and Fiscal Data.** The PA shall make files and records on Inmates available to designated personnel of the State. All Inmate records, reports, documents and files shall be made available immediately to the PSD's Mainland & FDC Branch staff upon request. Upon termination of confinement of an Inmate at the PA's facility, the PA shall forward a complete updated copy of the Inmate's files or records to the PSD's Mainland & FDC Branch. All Inmate records shall be considered confidential, accessible only to the PA's employees or agents with a bona fide need to know.

The PA shall provide to the PSD's Mainland & FDC Branch progress reports every 6 months summarizing each Inmate's conduct, adjustment, and program participation, and recommendations regarding the Inmate's continued placement in FCC, RRCC and SCF, and an annual consideration for reclassification. Semi-annual reports shall be submitted no later than 10 working days after the end of each 6-month period.

FCC, RRCC and SCF shall submit the following reports to the PSD's Mainland & FDC Branch Administrator by the 5th working day of each month:

- a. Name and number of Inmates placed in disciplinary, administrative or medical segregation, along with the reason for placement and the dates of placement;
- b. Name and number of Inmates who are in educational, vocational training, treatment, and other programs;
- c. Name and number of Inmates who are assigned to jobs, along with the title of their jobs, hours of work, and rate of pay;

- d. Monthly grievance log containing Inmate's name, description of grievance and outcome of grievance;
- e. Narrative of Facility highlights, serious incidents, and other significant issues; and
- f. Summary reports on the results of urinalysis conducted on Inmates pursuant to this Contract; and
- g. Staffing plan patterns.

The PA shall provide the State with copies of reports of inspections conducted by local fire, health, and other regulatory agencies.

The State shall be responsible for calculation of the length or duration of confinement for all Inmates and shall notify the PA of any transports returning Inmates to the State.

33. **Escape of an Inmate.** The PA shall notify the State immediately upon the escape of any Inmate and shall take all action necessary to affect the apprehension of the escaped Inmate. The PSD's Mainland & FDC Branch Administrator shall be notified immediately by telephone, and in writing as soon as possible, but not later than the 1st working day after the escape. The PA shall bear all expenses related to the escape, apprehension and return of the Inmate(s) to the Facility from which they escaped. The PA shall promptly notify the local law enforcement officials regarding escapes and major incidents.

The PA shall refer for prosecution any Inmate who is alleged to have escaped from its facilities under this Contract. The State shall not be responsible for health care for any illness or injuries incurred while an Inmate is on escape status.

34. **Death of an Inmate.** In the event of the death of any Inmate, the PA shall notify the PSD's Mainland & FDC Branch Administrator, as soon as possible, but no later than 2 hours after the PA first learns of the death. Fingerprint arrangements shall be made including, but not limited to, taking fingerprints of the right thumb and right index finger. The coroner of the local jurisdiction shall be requested to review all deaths. The State shall not be responsible for the cost of the coroner's review. The PA shall provide the State with any reports relating to the death, including reports by the coroner and the attending physician, autopsy reports, and investigative reports of the facility and law enforcement officials. The PA shall provide the State with a certified copy of the death certificate within 5 working days of its receipt from the State of Arizona. The facility shall return the Inmate's file, medical records, property and funds to the PSD's Mainland & FDC Branch within 5 business days after the death.

The PSD's Mainland & FDC Branch Administrator shall furnish instructions and information regarding disposition of the body. Provided that the PA is not at fault for the Inmate's death, all expenses relative to any necessary preparation of the body for shipment or express charges incurred by the PA pursuant to instructions of the PSD's Mainland & FDC Branch Administrator shall be reimbursed by the State. The parties may agree to have the PA arrange the burial and all matters related or incidental thereto and such expenses shall be paid as mutually agreed by the parties. The provisions of this paragraph shall govern the relationship only between the State and the PA and shall

not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

The State shall notify the next of kin of the deceased Inmate.

35. **Contract Contact Information.**

State Contact:

Ms. Shari Kimoto, Administrator
State of Hawaii/Department of Public Safety
Mainland & FDC Branch
919 Ala Moana Boulevard, 4th Flr.
Honolulu, Hawaii 96814

e-mail address: Shari.L.Kimoto@hawaii.gov
Office telephone: (808) 837-8020
Cellular telephone: (808) 294-4054
Facsimile: (808) 837-8026

For all Inmate medical matters, please contact PSD's Health Care Division:

Mr. Wesley Mun, Administrator
State of Hawaii/Department of Public Safety
Health Care Division
919 Ala Moana Boulevard, 4th Flr.
Honolulu, Hawaii 96814

e-mail address: Wesley.K.Mun@hawaii.gov
Office telephone: (808) 587-1250
Facsimile telephone: (808) 587-3378

PA Contact:

Ms. Kelly Durham, Senior Director, Business Development
Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, Tennessee 37215

Office telephone: (615) 263-3034
Cellular telephone: (615) 351-6131
Facsimile: (615) 263-3100

Ms. Lucibeth Mayberry, Vice President, Business Development
Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, Tennessee 37215

Office telephone: (615) 263-3246
Cellular telephone: (615) 289-3447

Facsimile: (615) 263-3100

PA's Facility Contacts:

Mr. Benedict Martinez, Warden
Florence Correctional Center
1100 Bowling Road
P.O. Box 2667
Florence, Arizona 85232

Office telephone: (520) 868-9095
Facsimile: (520) 868-9564

Mr. Frank Luna, Warden
Red Rock Correctional Center
1750 East Arica Road
Eloy, AZ 85231

Office telephone: (520) 466-7222
Facsimile: (520) 466-9177

Mr. _____, Warden
Saguaro Correctional Facility
1750 East Arica Road
Eloy, AZ 85231

Office telephone: TBA
Facsimile: TBA

36. Term of Agreement


This agreement shall be effective from July 1, 2006 up to June 30, 2009, subject to the availability of funds beyond June 30, 2007. Unless terminated, the contract may be extended for not more than one (1) additional two-year period or parts thereof, upon mutual agreement in writing.

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FAX NO. 8085871280

P. 02

NOT CONFIDENTIAL

	DEPARTMENT OF PUBLIC SAFETY		EFFECTIVE DATE: 04/01/04	POLICY NO.: COR. 14.26
	CORRECTIONS ADMINISTRATION POLICY AND PROCEDURES		SUPERSEDES (Policy No. & Date): New	
	SUBJECT: OFFENDER ASSESSMENT PROTOCOLS		Page 1 of 6	

Log No. 2004-2082

1.0 PURPOSE

To implement the department-wide use of standardized protocols for adult offender assessment instruments.

2.0 REFERENCES AND DEFINITIONS**2.1 References**

- a. Chapter 353-6, HRS, Establishment of Community Correctional Centers
- b. Chapter 353-10, HRS, Intake Service Centers
- c. Chapter 353-62, HRS, Hawaii Paroling Authority; Responsibilities and Duties; Operations; Records, Reports, Staff
- d. Memorandum of Agreement between the Department of the Attorney General, Department of Public Safety, Department of Health, and the Judiciary, State of Hawaii, effective April 17, 2002.

2.2 Definitions


- a. Criminal Justice Agencies: The Probation Divisions, the Department of Public Safety, and the Hawaii Paroling Authority.
- b. Interagency Council on Intermediate Sanctions Policy Group: A group established by Order of Appointment, issued by Chief Justice Ronald Moon, January 11, 2002.
- c. Level of Service Inventory-Revised (LSI-R): A predictive risk and needs scale that assesses an offender's propensity for further unlawful and rule-violating behavior based upon criminal history and dynamic risk factors.
- d. Adult Substance Use Survey (ASUS): A comprehensive secondary assessment tool for substance abuse treatment.

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FAX NO. 8085871280

P. 02

NOT CONFIDENTIAL

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MAR-21-2005 MON 11:37 AM D

FAX NO. 8085871280

P. 03

COR P & PM	SUBJECT:	POLICY NO.:
	OFFENDER ASSESSMENT PROTOCOLS	COR. 14.26
		EFFECTIVE DATE: 04/01/04
		Page 2 of 6

- e. Reassessment: A file and/or face-to-face interview to review an offender's risk/needs after the initial LSI and ASUS.
- f. Over-ride: An assignment of an inmate to a different level of treatment/program as determined by risk/need instruments.
- g. Criminogenic Needs: Attributes that are directly linked to criminal behavior.
- h. Proxy: A jail abbreviated risk-screening instrument used to determine the level of investigation and supervision services to be provided to an offender.
- i. LSI-R/ASUS Consent Form: A pretrial form signed by the defendant acknowledging his/her voluntary participation in being assessed by the LSI-R/ASUS.
- j. Supervision Standards: Minimum required supervision tasks and activities determined by the defendant's classification.
- k. Face to Face Contact: An interview by the assigned officer with the offender at the office, work place, home or other appropriate sites to provide counseling, acquire information, and provide information as part of supervision.
- l. Certification: Passing scores of 3 or less scoring errors on the LSI and a .36 entry-level MI score.
- m. Cyzap: Internet database used by all Criminal Justice agencies to store the offender's scores (Attachment A).

3.0 POLICY

- .1 The Department of Public Safety shall ensure that all eligible offenders are administered the LSI-R/ASUS by certified staff in a timely manner.
- .2 The Department of Public Safety shall maintain a common information system platform containing current offender-based information for interagency collaboration.

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P. 04

COR P & PM	SUBJECT: OFFENDER ASSESSMENT PROTOCOLS	POLICY NO.: COR. 14.26
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		Page 3 of 6

- .3 The Department of Public Safety shall be responsible for quality assurance in the application of the assessment instruments.
- .4 Any significant changes to this policy will conform to the goal of the Interagency Council on Intermediate Sanctions.

4.0 PROCEDURES

.1 Intake Service Center

- a. Staff shall complete the proxy-screening instrument at the initial intake interview.
- b. Staff shall enter the scores of the proxy into the ISC database.
- c. Staff shall attempt to obtain the offender's written consent to conduct the LSI-R and ASUS at the initial intake interview with all pretrial felon offenders.
- d. Staff shall complete the LSI-R and ASUS on all pretrial felons granted supervised release that have signed a written consent and have a proxy score of 5 or higher.
- e. Staff will complete the LSI-R and ASUS within 30 days of being released on supervised release.
- f. Staff shall use the results of the LSI-R and ASUS data to assign the appropriate level of supervision.
- g. Staff shall use the results of the LSI-R and ASUS data as guidelines to identify and address service and treatment needs of the offender.
- h. Staff shall identify and request a need for score over-ride when deemed appropriate.

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FAX NO. 8085871280

P. 05

COR P & PM	SUBJECT: OFFENDER ASSESSMENT PROTOCOLS	POLICY NO.: COR. 14.26
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		Page 4 of 6

- i. Staff will reassess the LSI-R and ASUS scores of the offender every 6 months or upon any significant event that alters the domain identified for change during the period of supervised release.
- j. Staff shall enter the completed LSI-R and ASUS information in the Cyzap Internet database.

.2 Correctional Facilities

- a. All newly sentenced inmates entering the RAD Unit shall have a LSI-R and ASUS completed by trained and certified staff within 45 days.
- b. RAD staff shall use the results of the LSI and ASUS to identify appropriate program and treatment level when completing the Initial Prescriptive Plan.
- c. LSI-R and ASUS reassessments shall be completed as part of the inmate transfer request packet submitted to the Inmate Classification Office for transfer to a minimum or community based facility.
- d. LSI-R and ASUS reassessments shall be completed on all inmates within 24 months to their parole eligibility date.
- e. LSI-R and ASUS Instruments shall be completed within 30 days of placing an inmate on furlough and within 60 days upon placing an inmate on extended furlough.
- f. Staff shall enter the completed LSI-R and ASUS information into the Cyzap Internet database.
- g. Staff shall reassess LSI-R and ASUS scores every 6 months upon admittance into a minimum or community-based facility or any significant event affects the six criminogenic factors identified in the LSI-R.
- h. Staff may request an over-ride to a program and/or an identified level of treatment when appropriate. Such request shall accompany a request for such an exception through the inmate Exception Case form.

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P. 06

COR P & PM	SUBJECT: OFFENDER ASSESSMENT PROTOCOLS	POLICY NO.: COR. 14.26
		EFFECTIVE DATE: 04/01/04
		Page 5 of 6

5.0 RESPONSIBILITY

1. Wardens and Branch Managers or designee shall ensure that all staff are properly trained and certified in the use of the LSI-R and ASUS.
 - a. Supervisors shall ensure that staff is appropriately trained to complete the proxy screening, LSI-R and ASUS instruments.
 - b. Supervisors shall ensure that staff is properly trained to enter and retrieve LSI-R and ASUS data from the Cyzap Internet database.
 - c. Supervisors shall ensure that the proxy-screening instrument is completed on all newly admitted pretrial felons in a timely manner.
 - d. Supervisors shall ensure that the LSI-R and ASUS initial and reassessment instruments are completed on all offenders meeting the criteria in a timely manner.
 - e. Supervisors shall be responsible for conducting random reviews of staff interviews and scoring of the LSI-R and ASUS instruments to maintain consistency in scoring and to identify any (gross) scoring errors.
 - f. Supervisors shall be responsible for identifying staff in need of retraining and developing an action plan. Such plan shall be submitted to the manager or warden for approval.
 - g. Supervisors shall be responsible for conducting random case reviews to ensure the LSI-R and ASUS data are being used as part of the case planning process.
 - h. Supervisors shall be responsible for reviewing and approving or disapproving any request for score over-rides.

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P. 07

COR P & PM	SUBJECT: OFFENDER ASSESSMENT PROTOCOLS	POLICY NO.: COR. 14.26
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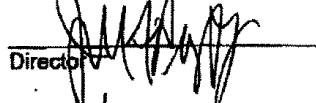
6.0 SCOPE

This policy applies to all supervisors/managers and staff assigned to assess and evaluate offenders.

APPROVAL RECOMMENDED:


Deputy Director for CorrectionsAPRIL 16, 2004
Date

APPROVED:


Director
APR 7, 2004
Date

MAR-21-2005 MON 11:40 AM D

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P. 09

Assess

Page 1

ATTACHMENT A

ADULT SUBSTANCE USE SURVEY - ASUS

Assessment ID: DOCH-ASUS-735

Assessed: 03/15/04

Name: [REDACTED]

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DOB:	05/05/1962	Prior AOD OP TX:	1-2	Last Yr	Assessor:	rsasid@oahu
Age:	41	AOD IP TX:	1-2		Employment:	
Gender:	Male	MH TX:	None		Other Status:	
Ethnicity:	Caucasian (no mix)	Drug Ed Class:	None		Age of First Arrest:	
Marital:	Married	AOD Arrests:	None			
Education:	12 years					

Substance Use History	Life time	Last 6 mo	Age of last use	Drug Category	Life time	Last 6 mo	Age of last use
1. Alcohol	1-10	0		7. Heroin	0	0	
2. Marijuana	11-25	0		8. Other Opiates	1-10	1-10	4
3. Cocaine	0	0		9. Sedatives	0	0	
4. Amphetamines	1-10	1-10	41	10. Tranquilizers	0	0	
5. Hallucinogens	0	0		11. Cigarettes	No longer		
6. Inhalants	0	0		SUHM/Tx (based on LSITotal)	Weekly Therapy		

Critical Summary:

ASUS Summary Profile

SCALE	Score	Low 1	2	3	Medium 4	5	High Medium 6	7	High 8	9	10	NORM SET
1. Involvement1	5											2542 adult probationers screened for potential alc or drug problem
2. Disruption1	4											
3. Social	5											
4. Mood	4											
5. Global	18											
6. Six Month	3											666 IP & IOP Tx Clients
7. Defensive	11											
8. Motivation	21											
9. ASUS Rating	4											
10. Involvement2	5											
11. Disruption2	4											

Treatment Guidelines (based on ASUS Involvement and Disruption Score)

Involvement Score	Disruption Score	Level of Use & Problem Description	L
5	4	Low use, low-medium disruption, low-medium needs	

Referral Guidelines: Comprehensive assessment 12-18 hrs AOD education class. Low intensity outpatient (1-2 hrs wk). UAs if drug use

Evaluator Impression

AOD Use Involvement:

1-Minimal-Low

AOD Use Disruption:

3-Low-Moderate

AOD Use Service readiness:

7-Moderate-High

Comments

Information in the ASUS summary is based on the client's self report. It is dependent on his or her ability and willingness to validly respond to questions. It represents the individual's perception of self regarding alcohol and other drug use, concerns about self and relationship to others willingness to be involved in the change process. This information should be used only in conjunction with information from all other sources in making referral or treatment decisions. No one piece of information from this or any other source should be used solely to make such decisions always best to engage the client in a partnership when making referral and treatment decisions.

**Appendix B
STATE OF HAWAII'S SUBSTANCE ABUSE PROGRAM
(LEVEL II)**

Level II primary treatment services utilize a cognitive behavioral treatment component lasting approximately 80 hours, meeting twice per week, over a twenty week period. The curriculum utilized is The Residential Drug Abuse Treatment Program, Four (4) selected Journals are used as a stand-alone program resulting in a self-assessment. Each Journal systematically builds on the previous Journal, thereby increasing the level knowledge and awareness.

Level II services are for inmates who are at lower risk criminal conduct and meet diagnostic criteria for substance abuse or dependence. They have had minimal disruption in their psychosocial or vocational functioning.

SERVICE ACTIVITIES

A. Assessment services and treatment planning

Individuals will be referred for treatment based on the LSI and TCU CJ Forms (Intake & Initial) and TCUDSII, a multi-leveled assessment instrument initially completed in Halawa's RAD Unit which will indicate level of risk, level of criminogenic needs, and substance abuse problems across 6 domains, involvement, disruption, anti-social, emotional, defensiveness and motivation

The scope of the assessments shall include a full analysis of the offender's strengths and weaknesses as determined from an evaluation of the following areas: current health status, medical history, alcohol and drug use history, emotional and behavioral functioning, social history, family background, relationships, legal history, occupational and educational history, degree of denial, readiness for treatment, behavioral performance while incarcerated, as well as other pertinent information available.

An individualized comprehensive treatment plan shall be developed from the LSI and TCU CJ Forms (Intake & Initial) and TCUDSII to those who have been identified as having moderate to serious substance abuse problems and who have been accepted for admission to structured Level II group education and treatment services. Treatment plans must include, at a minimum, the following information:

- Identification of inmate's problem areas;
- Type(s) of treatment services recommended;
- Short and long range treatment goals;
- Target activities and dates for accomplishing objects as a means of measuring treatment progress;
- Process for periodic review and update of treatment plans; and
- Roles and responsibilities of both inmates and program staff.

Treatment plans will be individualized to meet different inmate needs and will be specific enough to measure each offender's progress through the treatment process. Each participant's treatment plan and progress will be reviewed periodically and updated as necessary by Program staff. Provider's counselors shall also assume case management

responsibilities for the substance abuse programming of sentenced offenders and will work closely with treatment staff of the different service components of the substance abuse continuum as well as with appropriate staff at the correctional facilities.

A copy of the treatment plan shall become part of the inmate's regular institutional file which facility case workers and parole officers may review. As an inmate progresses through treatment, the plan shall be reviewed on a monthly basis and updated as needed.

Periodic update and review of treatment plans shall occur while participating offenders are receiving structured educational and treatment services and individual and family counseling services. Treatment plans for all sentenced offenders participating in the substance abuse treatment continuum shall be reviewed and updated prior to the inmate's release from the correctional facility. Following release from the correctional facility, case management responsibilities, including treatment plan revisions and progress monitoring, will be assumed by Provider's counselors working in the aftercare component of the continuum.

B. Treatment Services

Following assessment and development of an individualized treatment plan, each sentenced offender shall receive a substance abuse treatment continuum aimed to provide target group inmates with a structured program of cognitive/life skills training, and group counseling with a behavior/cognitive focus rather than a purely educational or twelve-step oriented approach as a means of facilitating each offender's recovery and preparation for eventual discharge and release into community status.

The Level II Program shall consist of Treatment Groups held not less than twice each week for a period of two hours per group covering the four selected Journals of the RDAP curriculum that address cognitive restructuring and initial in-roads to cognitive processes, with homework and Journal requirements outside of the classroom for a period of 20 weeks. Contingent upon inmate availability and meeting room size, the format for treatment groups shall consist of two weekly sessions of 2 hours each, as follows:

- A weekly process or focus group with a maximum of 18 inmates each facilitated by one counselor; and
- Each of the 18 participating inmates will receive four (4) hours of structured group counseling per week.

Criteria for admission, discharge and re-admission to the group will be based upon multiple factors. Criteria for admission includes:

1. Inmate is referred for treatment by Department staff.
2. Inmate has been assessed as having a moderate to serious substance abuse problem.
3. Inmate chooses to participate, i.e., voluntary admission.
4. Inmate's treatment plan specifies Level II group treatment as part of the overall rehabilitation plan.
5. Inmate's current behavior in the correctional facility merits the opportunity to participate.

Criteria for clinical discharge from the group are based upon attendance, participation, conformity to rules, absence of dirty urinalysis tests, and progress made regarding completion of individualized treatment plan objectives. Participants may be terminated from group treatment for failure to comply with their treatment plan or group rules, including non-excused absenteeism.

Criteria for re-admitting inmates to the group if they are terminated for breaking program rules is based upon: (1) inmate must wait for at least thirty days before reapplying for re-admission; (2) inmate must be recommended for re-admission by Department staff; and (3) re-application must be accepted by Provider's counselors and participants of the group.

Treatment sessions shall provide offenders with the first four Journals of the RDAP curriculum:

- Overview of program/building rapport and trust
- Building a desire and motivation to change
- Building the knowledge base to change
- Self-disclosure and receiving feedback: pathways to self-awareness and change
- Preventing relapse and recidivism: identifying high-risk situations
- How do people change: understanding the process of self-improvement and change
- Developing a commitment to change
- In-depth assessment: looking at the areas of need and change

In the process of presenting material in these content areas, counselors are expected to use lecture, group activities, open discussion, role-play, and written assignments. Level II groups will be structured to insure that the materials are adequately covered, reviewed, and the participant has sufficient opportunity to practice effective behaviors and receive feedback.

The structured group treatment program shall provide weekly group counseling sessions that will emphasize inmates' personal recovery, responsibility and awareness. Group sessions are intended to help inmates internalize and apply lessons from the skill-building groups. Group counseling sessions use the interaction of group participants in order to affect the desired changes necessary to achieve individual treatment plan objectives. Through participation in treatment groups, inmates learn from each other and receive the strength of group support. Through the process of giving and receiving feedback in-group sessions, inmates become more aware of their feelings and self-deceptions and begin to accept ownership and responsibility for the consequences of their behaviors and lives in general. (Approximately 64 hours)

Although the program consists mostly of structured group sessions, Provider's counselors shall also be available to provide individual sessions as needed for the purpose of evaluation/treatment planning, individual counseling, case management or individual consultation. (Approximately 16 hours)

C. Individual Counseling

Individual counseling shall be provided according to individual inmate need as indicated in the inmate's treatment plan. While most inmates will require only a minimal amount of individual counseling, other inmates may need more extensive amounts of one-on-one counseling. Individual sessions shall focus on unresolved issues identified in the offender's treatment plan, i.e., recovery, behavior modification and problem solving, and shall be designed to assist the inmate with the reintegration process necessary for successful transition to community living.

**Appendix C
LEVEL III (DEFINITION)**

Level III is an intensive long-term, therapeutic community treatment program lasting 9-12 months. It is for inmates who are diagnosed as substance dependent and who are assessed as having significant risk for criminal conduct based on the LSI-R.

A trans-theoretical method is utilized to address criminal thinking and behaviors. The participants will work through all seven RDAP Journals as published by The Changes Companies and developed in the Federal Bureau of Prisons.

As the TC residents live and work together separated from the general population, they hold each other accountable to practice recovery skills and change their criminal thinking and behavior.

**Appendix D
State of Hawaii's Substance Abuse Therapeutic Community
(LEVEL III)**

The Provider shall, in a satisfactory and proper manner as determined by the Department, and in accordance with the terms and conditions of this Contract, provide and perform the following services:

1. Provide a program plan for the various types of treatment services that will be gender-responsive in a safe, humane and healing environment.
2. Provide assessments using tools similar to the ASI and bio-psycho-social summary that identifies diagnoses, recommendations and master problem lists.
3. Provide treatment planning that is individually based, specific to defined needs and includes the inmate as well as other relevant parties. Set goals, define timeliness and action items, and review charted outcomes.
4. Provide proper documentation management such as charting goals, assess the outcomes, and then based on the results, re-assess the goals and action items.
5. Provide case management to coordinate relevant services and communicate treatment focus when appropriate.
6. Provide individual counseling that is specific to the individual's defined needs.
7. Provide process group treatment including learning tools and skills to expand and process inmates' emotions about substance abuse as well as other abuse issues and how to appropriately express them.
8. Teach and monitor senior clients in conducting addiction and skill building classes.

Service Activities shall consist of the following:

A. Screening

The Department will complete all substance abuse screens.

B. Assessments Services

A Substance Abuse Counselor shall conduct initial personal interviews with inmates who are referred for admission into the Therapeutic Community (TC):

1. The Adult Substance Use Survey (ASUS) or similar instrument(s);
2. The Level of Service Inventory – Revised (LSI-R) provided by PSD;
3. TCUDSII;

4. Identification of lack of social/family support for clean living; and the presence of unsafe housing conditions;
5. Legal issues;
6. Social and psychological functioning and the impairment of function to each factor.

Within the initial phase of treatment, a complete Bio-Psycho-Social assessment shall be conducted and an Interpretive Summary written. The Interpretive Summary shall contain at a minimum the initial diagnosis, recommendations for treatment, and a master problem list.

Once assessed, the inmate will have a program that is tailored to his needs. Of particular importance is matching the intensity of treatment to the offender's risk level (Risk Principal) target criminogenic needs such as antisocial attitudes (Need Principle) and use cognitive-behavioral approaches to facilitate offender change (Responsivity Principle.)

C. Treatment Planning

Provider shall create a treatment plan with the inmate and treatment team specific to his needs, based on the assessment focusing on specific problem definition, interventions aimed at resolution of identified issues, and agreed upon long term and immediate goals. The treatment team will include the Provider's clinical staff, the inmate referral sources, and all other affiliated personnel. The treatment plan shall contain at a minimum:

1. Long term goal for treatment
2. Short term goals to address each problem area
3. Objectives for each problem area
4. Specific strategies to be used to achieve the objectives
5. Target dates for completion of each strategy and objectives
6. Strengths possessed by the inmate to aid in completing the plan
7. Weekly reviews of the plan
8. Monthly updates

D. Treatment

1. Counseling
 - a. Individual

Treatment staff shall provide individual counseling to inmates as per the treatment plan regarding the inmate's substance abuse and other defined needs. Frequency of individual sessions will vary with the inmate's need. At a minimum, the counselor shall be responsible to meet with the inmate weekly to review treatment plan progress and to assign homework for the next week.

b. Group

Process Groups shall be provided daily for all inmates. A minimum of two hours each of general treatment topics and substance abuse topics shall be provided. In addition, a focus process group shall be conducted each day. The breakdown will be generally as follows:

Pre-Treatment Group: (Pre-contemplation Group) This group shall be designed to address the needs of those in the milieu that have not decided that they are ready for change. The focus of the group is to help those inmates to develop a discrepancy in the thoughts and attitudes that will lead them to make a decision to change.

Identification Group: (Contemplation) This group allows the inmate to explore the issues he feels are most significant and to discover what needs to be changed to help resolve those issues. This group naturally follows the pre-treatment group in that these inmates will acknowledge their need to change, but are displaying some resistance to the methods that are needed to accomplish the desired goal.

Solution Focus Group: (Preparation & Action) This group is designed to enable those that have identified solutions to share them with each other and receive feedback from their peers. Homework will be discussed with an emphasis on how behaviors serve and don't serve the inmate's treatment and life goals. The inmates will be challenged to overcome fears and old ideas.

Relapse Prevention Group: (Maintenance) This group is designed to meet the needs of those that are nearing the end of their treatment experience. Specific information about relapse will be presented and discussed. Individual relapse prevention plans will be discussed and processed by the group.

Re-Entry Group: (Transition) During the last two weeks of the treatment episode, the inmate will have to address leaving the treatment environment and explore feelings about the return to life outside of the walls. This group explores the skills required to live in a new way, letting go of old ideas and patterns. The focus will vary depending on the inmates that are present.

2. Education

The treatment counselors will train senior program participants to conduct addiction education classes that address basic issues related to addiction

and recovery. In addition, senior participants will be taught to teach skill building classes that will improve the inmate's skills in relaxation techniques, stress management, communication, conflict resolution, decision making, parenting, etc. Treatment staff will oversee and assist as necessary all sessions to ensure the accuracy and effectiveness of peer educators.

3. Referral and Discharge Planning

The Provider will assist the offender with discharge planning that will include identification of Aftercare support, community sources of support, counseling resources for ongoing family and other therapy, and referrals as appropriate. Each discharge plan will include a minimum amount of time in Aftercare, after which the client will receive his clinical discharge.

E. Case Management

The Provider shall provide case management services to include:

1. Participation of the Senior Counselor in weekly meetings with the facility staff. Treatment counselors and TC staff shall meet weekly to review all inmates and their progress.
2. Assistance in the collection of data and preparation of reports.

F. Documentation

Provider's supervisors and senior staff shall ensure that clinical charts are kept in accordance with CARF and ADAD standards and that documentation is entered in a timely manner so as to reflect current information as to the inmate's progress. Clinical charts will contain at a minimum the following:

1. Inmate's Screening documents,
2. Intake documents including signed Consents to Treatment, Contracts for Behavior, and appropriate Consents to Release Confidential Information,
3. Inmate's Assessment with Interpretive Summary,
4. Master Problem List,
5. Treatment Plan and all Treatment Plan Reviews,
6. Treatment plans will be reviewed weekly with inmate and updated to reflect current assignments and progress towards completion of past assignments. Every other week a formal treatment plan review will be completed and documented on the treatment plan review form.
7. Weekly Progress Notes, referencing treatment plan Goals,
8. Treatment Activities Log,

9. Discharge summaries including prognosis and recommendations,
10. Any other required documentation as determined by facility staff and Provider staff.

Supplemental Agreement No. 3

The following is added to Exhibit A, page 12, Item 10.c.i) Educational Services:

"Distance-Learning Alternatives. The State may provide distance-learning alternatives via interactive, satellite broadcast classes provided by the Corrections Learning Network (CLN) and/or Transforming Lives Network (TLN), sponsored by the Correctional Educational Association (CEA), allowing Hawaii inmates to participate in additional programming and earn certificates of completion in these programs at no cost to the Provider or the Provider's Administrator."

Supplemental Agreement No. 4

The following changes are made:

1) Urinalysis Program (Exhibit A; Page 9), change the first sentence:

From: All inmates shall be required to participate in routine and random urinalysis at the minimum of 10% of the State's total population at each facility under this Contract.

To: All Inmates shall be required to participate in suspect and random urinalysis at the minimum of 10% of the State's total population at each facility under this Contract.

2) Level 2 Programming at Red Rock (Exhibit A; Page 11), Item 10.b:

Delete: "ii) Substance Abuse Education and Counseling Program (Level 2).
A cognitive behavioral treatment component lasting approximately 80 hours, meeting twice per week, over a four-six week period designed to include education in Addiction and address relapse prevention, life skills, cognitive skills development, and recovery skills,"
due to lowered population from 600 to 75 protective custody inmates.

Should the population increase, CCA agrees to review the feasibility of re-establishing the Level 2 program at Red Rock.

1

HAWAII DEPARTMENT OF PUBLIC SAFETY
MAINLAND/FDC BRANCH CONTRACTUAL COMPLIANCE CHECKLIST
 <INSERT NAME & DATE OF AUDIT HERE>

Item	Page No.	Contract Item & Description	Compliant	Non-Compliant	Comments
	20	<u>ACA Accredited Facility:</u> (RRCC & SCC to be accredited within 18 months of facility activation) 1. Mandatory (100%) 2. Non-mandatory (90%) 3. Life Safety Code/Fire Codes			Date of Accreditation (3 yrs): (mm/yy)
					Mandatory Score:
					Non-mandatory Score:
					Sprinklers operational: Fire Marshall Report:
A.	4	<u>Clothing & Supplies:</u> 1. 2 sets of Uniforms (Males)			
		2. 3 sets of Uniforms (Females)			
		3. Seasonal Clothing (Warmer clothing for colder weather; Colder clothing for warmer weather)			Describe:
		4. Underwear			
		5. Personal Hygiene: a. Soap			
		b. Toothbrush			
		c. Toothpaste			
		d. Deodorant			
		5a. Monthly Exchange (Y/N) If No, why or why not?			
		6. Workline Appropriate Clothing: a. Boots (as appropriate)			
		b. Gloves (as appropriate)			
		7. Linen: a. Towel			
		b. Sheets			
		c. Pillow Case			
		d. Blanket (Wool) or			
		e. Blanket (Cotton) Available			

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HAWAII DEPARTMENT OF PUBLIC SAFETY
MAINLAND/FDC BRANCH CONTRACTUAL COMPLIANCE CHECKLIST
 <INSERT NAME & DATE OF AUDIT HERE>

B.	4	<u>Laundry:</u> 1. Weekly Laundry Service (Describe weekly schedule)			Weekly Schedule: Mondays: Tuesdays: Wednesdays: Thursdays: Fridays:
		2. Laundry Exchange (clean, laundered replacements)			
		2a. Laundry Exchange every 6 mos.			
C.	4	<u>Inmate Property:</u> 1. Property Disclaimer Form			
		2. Lost/Stolen Property Form			
		3. Secured Property Room			
		4. Property Officer			Property Officer:
		5. Segregation Property Form & Confiscation Form			Form completed for every inmate in segregation: YES or NO
		5a. Secure Segregation Storage			Location:
D.	4-5	<u>Food Service (Canteen Contract Services):</u>			Food Service Manager:
		1. Rice served daily			
		2. Fresh/Canned Fruit Weekly			
		3. Menus Approved by Dietician			
		3a. Meals based on current U.S. Dietary Guidelines			Calorie Count per inmate:
		3b. Copies of Cycle Menus Provided			Date of menu:
		4. Medical Meals Approved by Facility's Physician (CCA Policy)			
		5. Religious Means Approved by Facility's Chaplain (CCA Policy)			
		6. Special Dinner Menus: a. Prince Kuhio Day (March)			

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HAWAII DEPARTMENT OF PUBLIC SAFETY
MAINLAND/FDC BRANCH CONTRACTUAL COMPLIANCE CHECKLIST
 <INSERT NAME & DATE OF AUDIT HERE>

		b. King Kamehameha Day (June) c. Other special event			Describe other:
		<u>Kitchen:</u>			
		1. Food served compares to menu			
		2. Dead man trays			Maintained for how many days:
		3. Alternative disaster menu			
		4. Food portion control			
		5. Workline training on sanitation/hygiene, tool/equipment safety, hand washing techniques			
		6. Sufficient hair nets available			
		7. Sufficient gloves available			
		8. Workers know location of hair nets and gloves			
		9. Food handlers/Cooks wear hair nets and gloves			
		10. Appropriate footwear are used			
		11. Internal inspection of kitchen, dining areas, food storage and preparation areas			
		12. Internal inspection of tools, equipment and liquid soap dispensers			
		13. Adequate drainage near washing stations			
		14. Dry Storage: Appropriate lighting			
		15. Food stored at least 6' off floor			
		16. Food stored at least 18" from ceiling			
		17. Food is covered, labeled and dated			
		18. Separate storage for food and non-food items			
		19. Emergency supply # of days ____			
		20. Regular insect control maintenance			
		21. Refrigerators/Freezers thermometers operable			
		22. Evidence (log) shows thermometers are calibrated on a routine basis			

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HAWAII DEPARTMENT OF PUBLIC SAFETY
MAINLAND/FDC BRANCH CONTRACTUAL COMPLIANCE CHECKLIST
 <INSERT NAME & DATE OF AUDIT HERE>

23. Refrigerator temperature monitored and recorded ____ per day			
24. Freezer temperature monitored and recorded ____ per day			
25. Refrig/Freezer food is stored at least 6' off ground			
26. Refrig/Freezer food is covered, labeled and dated			
27. Refrig/Freezer doors are sealed, cleaned and in tact			
28. Refrig/Freezer vents/fans are clean and free from dust			
29. Refrig/Freezer hinges/locks/ are in good repair			
30. Refrig/Freezer is clean inside and out			
31. Portable Food carts in working order			
32. Food prep/production areas are clean, sanitized and in good repair			
33. Grease traps are clean			
34. Inventory control for sharp utencils			
35. Mops, cleaning supplies and chemicals are securely stored and inventoried			
36. Garbage containers covered with tight fitting lids			
37. Scheduled garbage removal from kitchen after each mail			
38. Adequate outside storage of garbage until trash removal			
39. Dishwashing temp log (____ degrees)			
40. Dishes/pots/pans properly scraped and free from excessive stains and caked foods			

Describe: # of Supervisors/hours per shift: _____ Breakfast _____ Lunch _____ Dinner _____

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HAWAII DEPARTMENT OF PUBLIC SAFETY
MAINLAND/FDC BRANCH CONTRACTUAL COMPLIANCE CHECKLIST
 <INSERT NAME & DATE OF AUDIT HERE>

E.	5	<u>Inmate Commissary:</u> 1. Commissary Services a. Non-essential items (soda, candy, personal items)			Vendor Name:
		2. Commissary proceeds utilized for General Inmate Population Benefit (commissary maintenance, equipment, services, programs)			
		3. Commissary Revenues (May be used to pay all operating expenses of the commissary)			
F.	5	<u>Recreation:</u> 1. Indoor Activities Provided			Describe indoor activities available:
		2. Outdoor Activities Provided			Describe outdoor activities available:
G.	5	<u>Library Services:</u> 1. Recreational Library			Recreational Librarian: Recreational Library Hours:
		a. Hawaii-based newspaper available in library (at cost of State)			
H.	5	<u>Visitation:</u> 1. Visitation Room Available			
		2. Video Visit Conferencing			
		3. PolyCom Equipment Operable			
I.	5	4. Special Visits (Pastoral, Legal and Families 300 miles or more) allowed			
		4a. Non-contact visits			
J.	5 - 6	<u>Grievance Procedures:</u>			Grievance Officer:
		1. Secured Grievance Boxes			
		2. Informal Grievances Forms			
		2a. Informal Grievance Logging & Tracking System			
		3. Formal Grievance Forms			

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HAWAII DEPARTMENT OF PUBLIC SAFETY
MAINLAND/FDC BRANCH CONTRACTUAL COMPLIANCE CHECKLIST
 <INSERT NAME & DATE OF AUDIT HERE>

		3a. Formal Grievance Logging & Tracking System			
		4. Designated time limits and filing appeals are consistent with the policy			
		5. Grievance Officer replying to grievances and not staff members			
		6. Opportunity to Appeal Decision			
K.	6 - 7	<u>Access to Courts:</u> 1. Law Library			Law Librarian: Law Library Hours:
		2. Parole Hearings Conducted			
		3. Attorney calls scheduled with facility			
		3a. Court hearings afforded by telephone as necessary			
		4. Law Library Collection (KIOSKS):			
		a. Hawaii Revised Statutes (HRS)			
		b. Session Laws of Hawaii (SLH)			
		c. Hawaii Reports			
		d. Hawaii Appellate Reports			
		e. U.S. Code Annotated			
		f. Shepard's Hawaii Citations			
		g. HI Court Rules (State)			
		h. HI Court Rules (Federal)			
		i. HI Digest			
		j. Black Law's Dictionary			
		k. Federal Civil Procedures & Rules			
		l. Supreme Court Reports			

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HAWAII DEPARTMENT OF PUBLIC SAFETY
MAINLAND/FDC BRANCH CONTRACTUAL COMPLIANCE CHECKLIST
 <INSERT NAME & DATE OF AUDIT HERE>

L.	7-8	<u>Security & Control:</u>			
		1. Security Staffing Plan (to include all mandatory posts) is updated and available for review			
		2. Gender Posting in appropriate areas (Females/Males)			
		3. Urinalysis Program: Minimum of 10% of State's Total Population			CCA Policy #:
		3a. Second test made available at inmate request/cost			
		3b. Positive Results Reported to PSD within 24-hours of Facility Receiving Results			
		4. Contraband Management			CCA Policy #:
		4a. Policy covers definition, appropriate storage and critical areas to search			
		4b. Routine facility shake-down for contraband			
		4c. Inmates given proper written notification of contraband			
		5. Emergency Response Preparedness			CCA Policy #:
		5a. Security protocols on managing riots, disturbances, hostage situations, work stoppages, fires, escapes, bomb threats, natural disasters, etc.			
		5b. Appropriate agreements with the local county and law enforcement agencies in emergency responses			
		5c. Proper training of all staff in emergency response plans (i.e. Command post, Food service, etc.)			
		6. 5-1 Policy			
		6a. Investigations Completed in timely manner per policy _____ # days			Facility Investigator:
		6a. Proper notification of Priority 1 incidents to the State			
		7. Formal Count on each Shift			
8. Tool & Key Control					

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		8a. Is there a Tool & Key Control Officer?			
		8b. Adequate storage of all tools & keys in the facility?			
		8c. Proper logging system for issuance and return of tool?			
		8d. Proper logging system for issuance and return of keys?			
		8e. Proper shadow boards to provide rapid visual inventory of tools?			
		8f. Immediate reporting procedure for lost or damaged tools			
		9. Security Inspections			
		9a. Security inspections in accordance to CCA policy			
		9b. Security inspection checklist available			
		9c. Area inspections are documented and logged for review			
		9d. Security deficiencies are documented and corrected			
M.	8	<u>Use of Force:</u> 1. Proper policy which governs the use of force against inmates			Chief of Security:
		2. Facility staff training provided in accordance with policy			
		3. Proper notification made to State			
N.	8-9	<u>Discipline:</u> 1. Hearings are conducted in timely manner per policy _____ # days			Hearings Officer:
		2. Charges match the offense			
		3. Copies of disciplinary report given to inmate to review			
		4. Disciplinary committee is impartial and was not involved in the original write-up			
		5. Disciplinary segregation not to exceed 60 days without Mainland Branch approval			
		6. Discipline Reports Completed & mailed out each month			
		7. Inmate has opportunity to appeal			
O.	9	<u>Inmate Trust Account:</u> 1. Spendable/Restricted Accounts			

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P.	9	<u>Restitution:</u> 1. 10% Deduction of Inmate Wages			
Q.	9-10	<u>Telephone Costs & Services:</u> 1. Electronic monitoring available			
		2. Cost of phone call/per minute			Telephone Provider:
R.	10	<u>DNA Testing Program:</u> 1. Staff trained in DNA Collection			DNA Collected by (ie Intake):
		2. DNA test prior to Inmates return to Hawaii			
		3. DNA signed forms faxed to Mainland Branch prior to Inmate's return			
		4. DNA kits available at facility			
S.	10-12	<u>Inmate Programming:</u> 1. Educational Ability Assessment			Program Manager: Principal:
		2. Basic Literacy/ESL			
		3. Adult Basic Education			
		4. GED/Testing			
		5. Lifeskills/Breaking Barriers			
		6. Vocational Training (SCF only)			Types:
		7. PSD SMS3 Input			
		8. Workline Opportunities; 2/3 Population Working			
		8a. Payscales per policy			
		9. Hobby Crafts available			
		10. College Correspondence (at Inmate's expense) – Not required by Contract			
		10a. Distance Learning Satellite System (Added to contract in April 2008 at no cost to the facility)			
		11. Special Housing Incentive Program (SHIP) SCC only			
		11a. SHIP pursuant to policy			
		12. Hawaii Cultural Programs			Types:
		13. Faith-based unit (SCC only)			

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T.	12	<u>Substance Abuse Program:</u>			
	13	1. Substance Abuse (Level 2)			
		2. Therapeutic Community (Level 3) (SCC only)			Ratio:
		3. Aftercare (SCC only)			
		4. PSD SMS3 Input			
		5. LSI-R / ASUS Certified			
		6. LSI-R/ASUS completions mailed to Mainland Branch			
U.	13	<u>Religious Programs:</u> 1. Weekly Religious Services			Chaplain:
V.	13	<u>Classification:</u> 1. Completed Annually by the Facility Classification Officer			Classification Supervisor:
		2. Special Classification completed for SHIP/Administrative Segregation			
		3. Classification input on Offendertrak (Effective early 2008)			
W.	15	<u>Health Care:</u>			Actual Standards score:
	19	Operate 85% of NCCHC Standards			
		1. Health Services Administrator			Health Services Administrator:
		2. Licensed Staffing			
		3. Primary Care Services			
		4. Chronic Care Management			
		5. Medical & Specialty Care			
		6. Infirmary Services			
		7. Routine Diagnostic Services			
		8. Health Appraisals			
		9. Physical Medicine			
		10. Infection Control			
		11. Immunizations			
		12. Mortality & Peer Reviews			
		13. Dental Services			
		14. Mental Health Services			
	15. Co-payment Fees			Amount of Co-payment:	
	16. Prosthesis agreement available				

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X.	20 24	<u>Personnel:</u>			
		1. 24-Hour Staffing Plan			
		2. Criminal History/Background Checks on all Facility Employees			
		3. Correctional Officer Training (160 hours basic training; 40 hours annual)			
		4. Full-Time On-Site Warden			Warden's Name:
		5. Case Managers (1:80) (Females)			
		6. Case Managers (Males)			Ratio:
		7. LSI-R Training			Certified staff:
		8. Offendertrak Access (MIS) (Effective 2008)			
		9. Quality Assurance Manager			QAM:
	a. Tracks all facility policies				
	b. Schedules internal audits				
	c. Coordinates external audits				
	d. Tracks audit deviations				
	e. Policy/procedural changes for Warden's review/approval				
	f. Provides Response & Corrective Action Plan within 30 days				
	10. Unit Management Model				
Y.	24 25	<u>Reporting:</u>			
		1. Progress Reports (Every 6 mos.)			
		2. Classification			
		3. 5-1 Reports			
		4. Disciplinary Reports			
	5. Monthly Report				
Z.		<u>Administrative Matters:</u>			
		1. Refer Inmate for Prosecution for Violating Laws of state			
		2. Refer Staff for Prosecution for Violating Laws of state			
		3. Liquidated Damages			
		a. Is procedure in place?			
	b. Level III Treatment				
	c. Staffing Patterns (mandatory posts)				
	d. 90 days initial activation before				

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		liquidated damages can be applied			
		<u>Facility Population:</u> 1. Facility Population Count			Rated Capacity: Hawaii Count:

FACILITY: _____

DATE OF VISIT: _____

TEAM MEMBERS: _____

AUDIT COMPLETED BY: _____

Audit Report Completed on _____